

**OFFICE OF THE
BOARD OF SUPERVISORS**
197 S. Main Street
Yuma, Arizona 85364

IAN McGAUGHEY
COUNTY ADMINISTRATOR

DESIREE PHILIPPS
CLERK OF THE BOARD



MARTIN PORCHAS
DISTRICT 1
JONATHAN W. LINES
DISTRICT 2
DARREN R. SIMMONS
DISTRICT 3
MARCO A. (TONY) REYES
DISTRICT 4
LYNNE PANCRAZI
DISTRICT 5

MEETING NOTICE AND AGENDA

Pursuant to Arizona Revised Statutes § 38-431, et seq.
and amendments thereto,

A REGULAR SESSION of the
YUMA COUNTY BOARD OF SUPERVISORS
Also sitting as all SPECIAL TAXING DISTRICTS

Will be held on

FEBRUARY 19, 2026 -- 9:00 A.M.

197 South Main Street, Yuma, Arizona

Board members will attend either in person, by telephone,
or remotely via electronic conferencing.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CALL TO THE PUBLIC:

Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date. Public comments may be made in person or submitted by email at:

publiccomment@yumacountyaz.gov The email forms of public comment will be accepted until 8:00 a.m. the morning of the meeting. All public comments will be read aloud during the Yuma County Board of Supervisors meeting that starts at 9:00 a.m.

PRESENTATIONS, PROCLAMATIONS & APPOINTMENTS: **Note:** During this segment of the agenda, board members may discuss the presentations and proclamations, and may announce appointments to the Yuma County Planning and Zoning Commission and the Yuma County Board of Adjustment. No legal actions will be taken.

1. Chairman proclaims "Remembrance of the Life and Service of Sheriff John R. Phipps" in Yuma County.
2. *County Administration:* Presentation of the Yuma County Quarterly Safety Excellence Award.

3. *County Administration*: Presentation by CEO/President Greg LaVann on Greater Yuma Economic Development (GYEDC) activities.
4. Presentation of "The Mix with Yuma County and El Condado Informado" by Yuma 77, the Yuma County Government Channel.

CONSENT CALENDAR: The following items listed under the Consent Agenda will be considered as a group and acted upon by one motion with no separate discussion, unless a Board Member so requests. In that event, the item will be removed from the Consent Calendar for separate discussion and action.

1. Assessor: Approve Tax Roll Corrections as listed in batch dated February 18, 2026, pursuant to ARS Title 42, Chapter 16, Article VI.
2. *Financial Services*: **a)** Approve the Accounts Payable Demands issued in the total amount of \$4,616,883.68 for the period of January 09, 2026, through January 23, 2026, inclusive of all county departments and Housing A/P batches; and, **b)** Approve Payroll issued in the amount of \$2,390,599.31 for the pay period ending January 03, 2026, paid January 09, 2026.
(Payroll data is available via a Request For Public Records submitted to the Office of the Yuma County Clerk of the Board of Supervisors. Request form is available on the web at <https://www.yumacountyaz.gov/government/county-administrator>.)
3. *Clerk of the Board*: Approve the minutes for the **a)** January 21, 2026 Regular Session, and **b)** January 21, 2026 Executive Session.
4. *County Administration*: Approve the appointment of John Diemer, representing the Governmental, Economic and Community Development sector on the Local Workforce Development Board, to fill the term of Wallin Gustin which will expire on June 30, 2026.
5. *County Administration*: Action to: **a)** Declare miscellaneous County Property as surplus to County needs as listed in Exhibit A for County Administration, Engineering, Facilities Management, Health District, Information Technology Services, Legal Defender, Library District, Public Works, Sheriff's Office, Jail District, and Superior Court; **b)** Authorize auction items to be publicly auctioned online between March 13, 2026, and March 27, 2026, and; **c)** Authorize the disposal of any items that are not sold at auction pursuant to the Yuma County Purchasing Policy. (Exhibit A is available for review from the agenda packet on the web at: <https://www.yumacountyaz.gov/government/board-of-supervisors/meetings>.)
6. *County Administration*: Approve and authorize the County Administrator, or their designee, to sign Change Order No. 3 in the amount of \$93,172.27 to eX2 Technology, LLC for the Wireless Physical Infrastructure Installation project (CIP No. 2.2311).
7. *Human Resources*: **a)** Award the bid for Employee Benefits Bundled Medical Program (AZ/US Network, Mexico PPO Network, Medical Management, Stop Loss, HSA Administration) with Integrated Pharmacy Benefit Management to Blue Cross Blue Shield of Arizona for the Yuma County Employee Benefit Trust (YCEBT), effective July 01, 2026, with four (4) renewable terms per five (5) year pricing; and, **b)** Authorize the Chief Human Resources Officer, or their designee, to sign all necessary documents for the Employee Benefits Program, contingent upon review by legal counsel.

8. *Information Technology Services:* Authorize the County Administrator, or their designee, to renew Oracle licensing through DLT Solutions, LLC (OMNIA contract #180233-001) in the total amount of \$383,646.93 (DLT Quote# 5341087), subject to legal review.
9. *Engineering:* Per ARS §42-18303, authorize the Chairman to sign a deed for Parcel No. 696-04-900 from the March 2026 Tax Deeded Property Auction List and accept the offer in the amount of \$100.00 for the parcel as submitted by the City of Yuma.
10. *Sheriff's Office:* Authorize the purchase of a Full Body Scanner for the Yuma County Detention Center from LINEV Systems in the amount of \$172,475.00 plus sales tax, using the Arizona State Procurement Office, State Contract No. CTR055418 and funds received from the Arizona Department of Public Safety through the Local Border Support Grant Agreement, Agreement No. 2025-083.

DISCUSSION AND ACTION ITEMS: The Board will open each of the following items separately for discussion and action, as appropriate.

1. *County Administration/Grants:* Discussion and possible action to prioritize the proposed projects for the Fiscal Year 2026 Community Development Block Grant applications to the Arizona Department of Housing that best address community needs and align with the Board of Supervisors' priorities.
2. *County Administration:* Update regarding Yuma County's Fixed Wireless Broadband for Precision Agriculture and Middle Mile Broadband projects, followed by discussion and possible action to allocate additional funds for extending the Middle Mile network to the Fixed Wireless tower locations.

PLANNING & ZONING AGENDA: Full legal descriptions of property sites for all Rezoning Cases are available for public review at the Yuma County Board of Supervisors' Office.

REZONING -- REGULAR PUBLIC HEARING ITEMS: Staff will make a **full presentation** on each of the following items, followed by separate discussion, public hearing, and action by the Board of Supervisors.

1. *Development Services/Building Safety Division:* **Text Amendment Case No. 25-05:** An amendment to the Yuma County Comprehensive Building Safety Code pursuant to Arizona Revised Statutes § 11-861 to adopt the 2024 International Codes which include the 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code by Ordinance No. 2026-01.
2. *Development Services/Planning & Zoning Division:* **Special Use Permit Case No. 25-20:** Michael & Sandra Scariot request a Special Use Permit per Section 607.03(A) of the Yuma County Zoning Ordinance to allow a 12-step group meeting facility, known as the Alano Club, on a parcel 1.37 acres in size zoned Manufactured Home Subdivision-20,000 square feet minimum (MHS-20), Assessor's Parcel Number 701-60-087, located at 12731 East 38th Street, Yuma, Arizona.

DISCUSSION REGARDING LEGISLATIVE ISSUES:

1. *County Administration:* Discussion and possible action regarding State and Federal legislative updates, which may include international issues, status of bills affecting Yuma County, timelines and composition of the legislatures, and legislative strategies and priorities.

EVENTS CALENDAR/CURRENT EVENTS:

1. Board members and County Administrator will report on events attended or to be attended on behalf of the County, may present a brief summary of current events and may update the schedule for future Board of Supervisors meetings, as appropriate. No legal action will be taken, pursuant to A.R.S. §38-431.02(K).

Action to adjourn.

The Board may vote to hold an Executive Session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda, pursuant to Arizona Revised Statute §38-431.03(A)(3).

Persons with disabilities may request reasonable accommodations by contacting Erica Lopez, Enterprise Risk Coordinator, at 928.373.1079 or by email at erica.lopez@yumacountyaz.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. §38-431.02(H), the public will have access to the meeting room at 8:15 a.m.

I hereby certify that this Meeting Notice and Agenda were posted within the 24-hour advance notice, in compliance with the Arizona Open Meeting Law.

ATTEST:

DESIREE PHILIPPS
Clerk of the Board

AIR-14254

Presentations 1.

BOS Regular Agenda

Meeting Date: 02/19/2026

Title: Proclamation: Remembrance of the Life and Service of Sheriff John R. Phipps

Submitted by Agency Head: Ian McGaughey **Prepared by:** Desiree Philipps

Department: County Administration

Special District(s):

Strategic Priorities:

Information

1. REQUESTED BOARD ACTION:

Chairman proclaims "Remembrance of the Life and Service of Sheriff John R. Phipps" in Yuma County.

2. SUMMARY:

3. RECOMMENDED MOTION:

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 02.06.2026.

6. COUNTY ADMINISTRATOR:

Approved, Ian McGaughey 2/6/26

Fiscal Impact

Attachments

DRAFT Proclamation

CHAIRMAN OF THE BOARD
MARTIN PORCHAS



OFFICE OF THE
BOARD OF SUPERVISORS
197 S. Main Street
Yuma, Arizona 85364

PROCLAMATION
In Remembrance of the Life and Service of
Sheriff John R. Phipps

- WHEREAS: Retired Sheriff John R. Phipps devoted more than 30 years of his life to public service and law enforcement in Yuma County, serving with honor, integrity, and dedication; and
- WHEREAS: Sheriff Phipps began his service with the Yuma County Sheriff's Office in 1962 serving in numerous roles throughout the county, gaining firsthand experience in the diverse responsibilities of law enforcement service; and
- WHEREAS: Sheriff Phipps was elected and sworn in as Sheriff of Yuma County in 1981, serving three terms until his retirement in 1992, during which he provided steady leadership and upheld the highest standards of professionalism and conduct; and
- WHEREAS: Sheriff Phipps was widely respected as a mentor and leader whose loyalty, dedication, and personal sacrifice helped shape the growth and development of the Yuma County Sheriff's Office; and
- WHEREAS: the passing of Sheriff John R. Phipps is a profound loss to Yuma County, the law enforcement community, and all who had the privilege of knowing and working alongside him;

Now therefore, I, Martin Porchas, Chairman of the Yuma County Board of Supervisors hereby proclaim:

Remembrance of the Life and Service of
Sheriff John R. Phipps

And does hereby honor and recognize the life, service, and legacy John R. Phipps, and extends its deepest sympathy to all family members, friends, and colleagues who mourn his passing, and joins the community in remembering a life dedicated to public service.

In Witness Whereof I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Yuma, the County Seat, this 19th day of February 2026.



MARTIN PORCHAS, Chairman of the Board

AIR-14231**Presentations 2.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** Safety Excellence Award Presentation**Submitted by Agency Head:** Ian McGaughey **Prepared by:** Desarae Doten**Department:** County Administration**Special District(s):****Strategic Priorities:**

Information**1. REQUESTED BOARD ACTION:**

County Administration: Presentation of the Yuma County Quarterly Safety Excellence Award.

2. SUMMARY:**3. RECOMMENDED MOTION:****4. FISCAL IMPACT: (Finance, OMB, & Human Res.)****5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 1.29.26

6. COUNTY ADMINISTRATOR:

Approved, Ian McGaughey 1/29/26

Fiscal Impact**Attachments**

L. Molina Nomination

M. Sanchez Nomination

2025

YUMA COUNTY and SUPERIOR COURT IN YUMA COUNTY EMPLOYEE OF THE YEAR Nomination Form



YUMA COUNTY SAFETY EXCELLENCE AWARD Nomination Form

Name of Nominee: Luis A. Serrano-Molina

Department: Public Works Position Title: Equipment Technician II

Years in Current Position: 3 Years of Service: 4

=====

I believe that this employee should receive the Safety Excellence Award for the following reasons: (All four questions must be answered, the employee must have at least 1 year of service with no disciplinary actions during the previous year with Yuma County, and scores a meets or greater during the most recent review period to be considered)

***Safety Practices Developed, Implemented and the Associated Cost Savings**

A mirror was installed on top of the shop's wheel alignment machine. This mirror was installed so the technician can see both sides of the vehicle when driving up and can also eliminate the need of a second technician as an observer. This practice enabled a technician to safely drive onto the wheel ramps without having to look or wait for a second technician. This method saves time and increases technician efficiency. Currently, Mr. Serrano-Molina is building an extension cord stander to keep the extension cords off the floor. Sometimes the cord extension protectors would come off from use and create a trip hazard. By implementing this, the extension cords would be completely off the floor and minimize the cost of buying cord extension protectors, duct tape, and new extension cords. This would also eliminate the risk of having loose extension cords on the floor.

***Exceptional Awareness and Appreciation for Safety** *Mr. Serrano-Molina is appreciative that the mirror on the alignment machine increases safety and increases efficiency for the technicians on the light duty side. His awareness is also displayed by building an extension cord stander to keep the extension cords off the floor. Mr. Serrano-Molina will also request assistance and guidance when needed for job repairs that require welding. He will request a hot work permit, have a fire watch assigned to him, utilize signs and welding screens to maintain awareness to other technicians around the area.*

***Supports Safety Compliance Officer** *During safety inspections around the shop, Mr. Serrano-Molina acknowledges the discrepancies on the light duty side and fixes them on the spot. For example, any loose extension cords or items that are left on top of hazardous material lockers are fixed on the spot. As the Fleet Superintendent, I share the safety discrepancy results with Mr. Serrano-Molina to continuously improve maintaining a clean and safe shop. Our Safety Specialist will even compliment us on how clean and safe the light duty side is due to Mr. Serrano-Molina's positive attitude towards having a clean and safe shop.*

2025

**YUMA COUNTY and SUPERIOR COURT IN YUMA COUNTY
EMPLOYEE OF THE YEAR
Nomination Form**



***Champions Safety Principles and Encourages Fellow Employees to do the same** *Continuously maintaining the shop bays clean and free of debris. Reminds co-workers to maintain their respective areas clean and utilize the equipment provided. Mr. Serrano-Molina's enthusiastic reminders of keeping a clean and safe shop inspires the technicians around him to do the same for their respective areas. It has come to a point where his fellow technicians do not need to be reminded to maintain a clean and safe shop.*

Prepared and Submitted By: Alex Cabral Jr

Date: January 13, 2026

(Return nomination form to RmSafety@yumacountyaz.gov)



2025
YUMA COUNTY and SUPERIOR COURT IN YUMA COUNTY
EMPLOYEE OF THE YEAR
Nomination Form



YUMA COUNTY SAFETY EXCELLENCE AWARD
Nomination Form

Name of Nominee: **Miguel Sanchez**

Department: **Yuma County Public Defender** Position Title: **Investigator**

Years in Current Position: **Two** Years of Service: **Four**

=====

I believe that this employee should receive the Safety Excellence Award for the following reasons: (All four questions must be answered, the employee must have at least 1 year of service with no disciplinary actions during the previous year with Yuma County, and scores a meets or greater during the most recent review period to be considered)

***Safety Practices Developed, Implemented and the Associated Cost Savings**

As our Department Safety Officer, as a Post Certified LEO Miguel Sanchez immediately responded to two safety crisis situations that occurred in late 2025.

One involved quickly documenting the fall of a county employee "outside" of a county building. While this was not a "new" procedure or idea, his immediate response exemplified the highest standards of safety and care for Yuma County Employees. By IMMEDIATELY assessing, photographing and completing Safety Reports for Risk Management, the appropriate authority was able to quickly assess possible future risks and to undertake remedial remedies if necessary. In either case, Miguel's quick efforts furthered the goal of preventing FUTURE falls or accidents and greatly advanced the cause of a safe workplace.

In the second situation, our Second Avenue office suffered torrential rain that damaged a staff location that housed four employees. Miguel again quickly responded documenting the situation even before remedial measures were undertaken. By assisting the most effected employee in relocating to a "dry" location within the building, Miguel's efforts (with the thoughtful assistance of Facilities) assured the safety of the employee, and was able to reassure the employee that they were not in danger of electrocution or a biohazardous danger.

2025

**YUMA COUNTY and SUPERIOR COURT IN YUMA COUNTY
EMPLOYEE OF THE YEAR
Nomination Form**



Because Miguel is remarkably fit, he often offers to assist some of our more physically challenged employees in moving items. This of course, is above and beyond his job duties but contributes to safety in the work area.

***Exceptional Awareness and Appreciation for Safety**

Miguel Sanchez is our Safety Officer and periodically during every quarter, reminds Employees of the need to timely complete training videos. These videos are often of a safety nature and necessary to ensure that all employees appreciate the need for safety in the workplace.

As an honorably retired law enforcement officer, Miguel Sanchez often sends Safety reminders to our employees on situational awareness around the office and Holiday Safety Tips. We are housed in an urban location with some situational dangers. It is helpful to politely remind people of increased traffic dangers during Holiday season.

***Supports Safety Compliance Officer (Please give examples)**

The timely and accurate completion of reports outlined above regarding the employee fall or torrential rain damage cannot be underestimated. While these responsibilities belong to the department head, Miguel Sanchez' rapid efforts support safety. In the case of the employee fall, we were able to offer a report that supported a remedial measure (by another agency) that helped prevent future falls at the same location.

In the case of the water damage, effected employees (while put out and relocated) were assured that they were not in danger of electrocution or biohazard dangers. This reassurance furthers the cause an environment of a safe workplace. Roof repairs are be undertaken in the new year.

***Champions Safety Principles and Encourages Fellow Employees to do the same**

Starting last quarter, our office participates in the clean up of First Street in Yuma. Miguel insures all participants wear the appropriate clothing including orange hazard vests and personal protective equipment to participate. As a retired law enforcement officer, our team appreciates that we are operating in a safe lawful manner.

2025

**YUMA COUNTY and SUPERIOR COURT IN YUMA COUNTY
EMPLOYEE OF THE YEAR
Nomination Form**



The nature of trash removal can involve toxic and dangerous objects. Before these scheduled clean ups, Miguels reminds team members of our purpose and the limits of what we can and cannot do. Because of Miguel Sanchez, the team recognizes rubbish that we must not touch. This also promotes the interests of safety in this worthwhile activity.

Prepared and Submitted By: _____

Dated: JANUARY 13, 2026

**RAYMOND HANNA
PUBLIC DEFENDER**

(Return nomination form to RmSafety@yumacountyaz.gov)

AIR-14168**Presentations 3.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** Update on Greater Yuma Economic Development Corporation (GYEDC) Activities**Submitted by Agency Head:** Ian McGaughey **Prepared by:** Desiree Philipps**Department:** County Administration**Special District(s):****Strategic Priorities:**

Information**1. REQUESTED BOARD ACTION:**

County Administration: Presentation by CEO/President Greg LaVann on Greater Yuma Economic Development (GYEDC) activities.

2. SUMMARY:**3. RECOMMENDED MOTION:****4. FISCAL IMPACT: (Finance, OMB, & Human Res.)****5. COUNTY ATTORNEY:**

Approved as to form. M. Davy 1.29.26

6. COUNTY ADMINISTRATOR:

Approved, Ian McGaughey 1/29/26

Fiscal Impact**Attachments**

PowerPoint presentation



Greg LaVann

[YCBOS PACKET - Regular Session February 19, 2026](#)

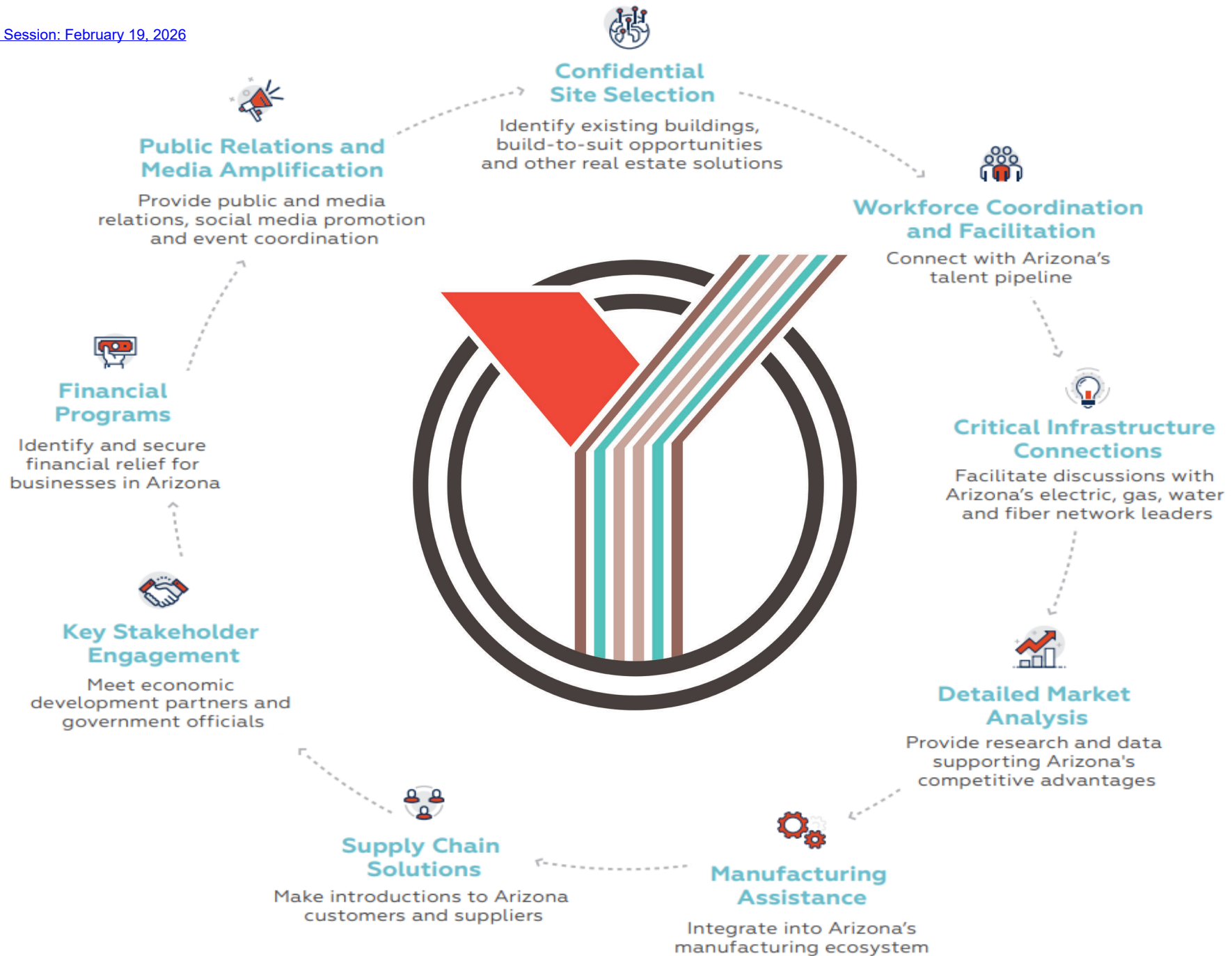
President & CEO

GLaVann@GreaterYuma.org

Yuma County Mid-Year Report

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Greg LaVann
CEO & President



Amber Shek
Chief Operations Officer



Lyndsay Wisneski
Chief Marketing Officer



Michelle Britton
Investor Account Manager



Mariana Apperson
Data Exploration
Specialist



Carlos Armando Mexia
Binational Consultant



GYEDC Economic Impact

YOBOS PACKET Regular Session: February 19, 2026

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4

New Locates
and Expansions

214

New Jobs
Committed

\$57,579

Average
High-Wage
Salary

\$36,400,000

Capital Investment



	TARGET	STRETCH
Investment Impact	11 : 1	20 : 1
		\$18.90 : \$1
Qualified Prospects	44	50
	15	
New Jobs Committed	220	350
	214	
Average High-Wage Salary	\$49,500	\$60,000
		\$57,579
Payroll Committed	\$11M	\$20M
		\$12,322,016
Capital Investment	\$27.5M	\$40M
		\$36,400,000
Grants Awarded	\$1.1M	\$5M
		\$30,000
New Investor Revenue	\$12,100	\$20,000
	\$12,000	
Website Users	55,000	100,000
	42,000	
Company Incentives Awarded	\$2.2M	\$3.5M
		\$8,000,000
Industrial Space Occupied (sq ft)	110,000 sq ft	300,000 sq ft
	83,000 SQ FT	

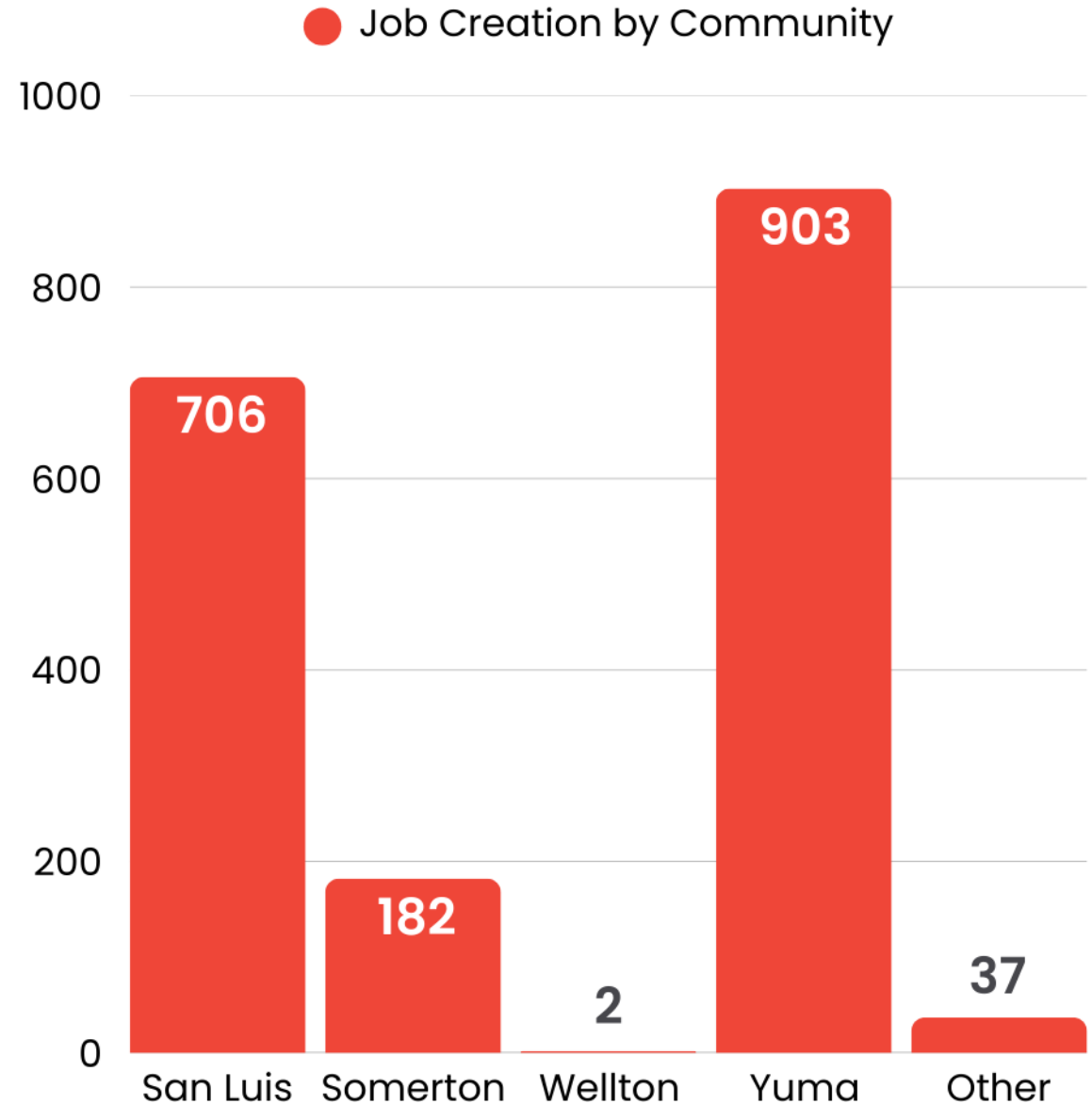


Jobs by Community

1,830
Total Jobs

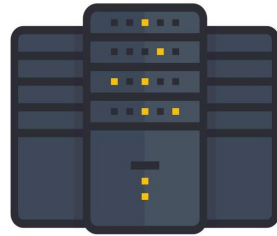
Companies

- ACCT
- ALLO Fiber
- Associated Materials Innovations
- Clarios (JCI)
- Department of Economic Security
- FedEx
- Glasswerks
- InsulTech
- LRC Coil
- Martech
- Michael Foods (Almark)
- MPW
- Myers Power
- National Alloy Wheels
- Piana
- Somerton Manufacturing
- S & A Industries
- Yuma Headwear
- Yuma Truck Driving Schools





**Opportunity
Zones 2.0**



DATA CENTER

**Data
Centers**



**Major
Infrastructure
Investments**



**YUMA COUNTY
FOREIGN TRADE ZONE #219**

**Foreign
Trade
Zone #219**

Data for Q1/Q2

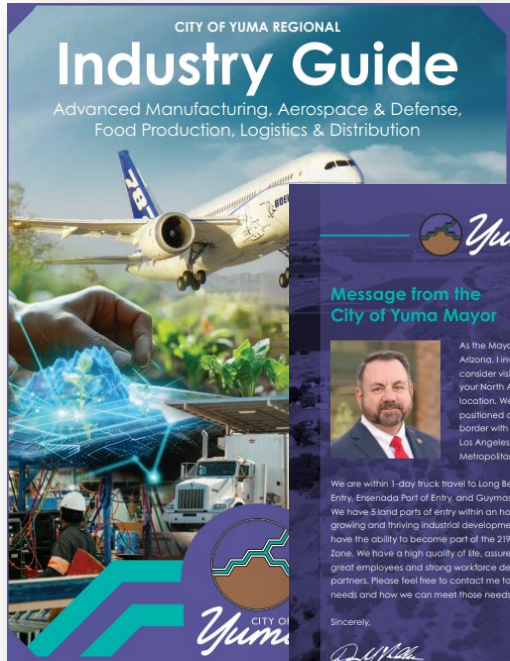




Marketing



City of Yuma Industry Guide



CITY OF YUMA REGIONAL
Industry Guide
Advanced Manufacturing, Aerospace & Defense,
Food Production, Logistics & Distribution

Message from the City of Yuma Mayor


As the Mayor of Yuma, Arizona, I invite you to consider visiting Yuma for your North American location. We are uniquely positioned on the US-Mexico border with easy access to Los Angeles, Las Vegas and Metropolitan Phoenix.

We are within 1-day truck travel to Long Beach Port of Entry, Ensenada Port of Entry, and Guaymas Port of Entry. We have 8 land ports of entry within an hour of our growing and thriving industrial developments, which all have the ability to become part of the 219 Foreign Trade Zone. We have a high quality of life, assured water source, great employees and strong workforce development partners. Please feel free to contact me to discuss your needs and how we can meet those needs in Yuma.

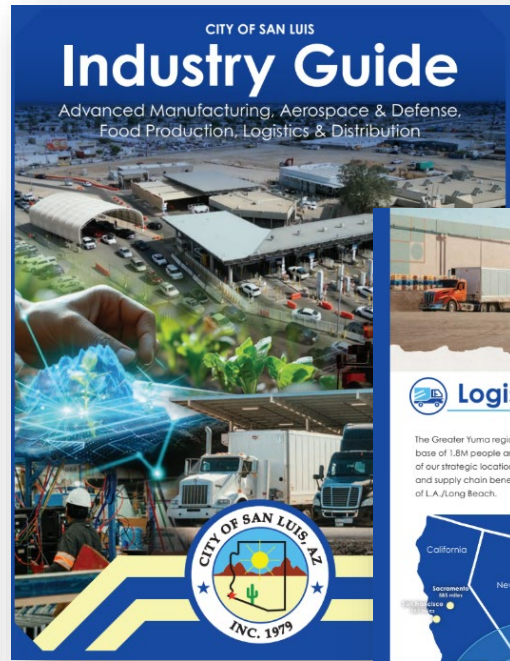
Sincerely,
Douglas J. Nicholls
DOUGLAS J. NICHOLLS, MAYOR
City of Yuma
(928) 373-5002
douglas.nicholls@yumaz.gov


CYNTHIA RIOS
Assistant Director of Community Development
Economic Development Manager
(928) 373-5087
econdev@yumaz.gov


JESSICA CISNEROS
Economic Development Specialist
(928) 373-5087
econdev@yumaz.gov


GREG LAVANNI
FTE 219 Administrator
(928) 762-7774
Giovanni@greateryumaz.org

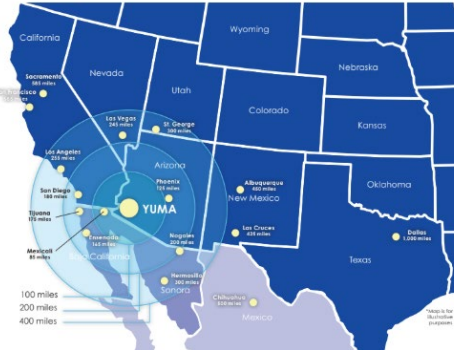
San Luis Industry Guide



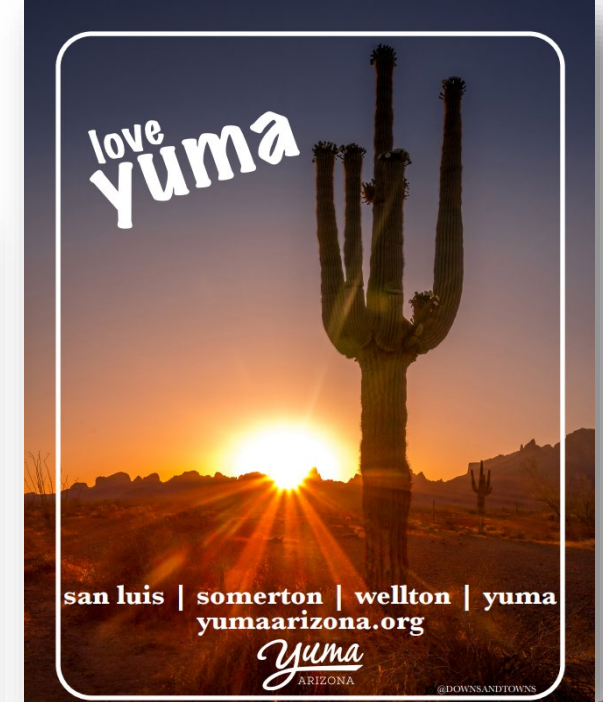
CITY OF SAN LUIS
Industry Guide
Advanced Manufacturing, Aerospace & Defense,
Food Production, Logistics & Distribution

Logistics & Distribution

The Greater Yuma region is located on the border of 4 states and 2 countries. With a regional consumer base of 1.8M people and access to 52M people within a one-day truck haul, companies take advantage of our strategic location to serve their customers. Foreign Trade Zone #219 offers additional warehousing and supply chain benefits along with proximity to 4 ports of entry and less than 6 hours away from the Port of L.A./Long Beach.



Greater Yuma Marketing Committee Advertisements



love yuma

san luis | somerton | wellton | yuma
yumaarizona.org
Yuma ARIZONA
@DOWNSANDTOWNS

Regional Guide Distribution





Binational



Carlos Armando Mexia
Binational Consultant

Spanish Regional Industry Guide



Spanish Foreign Trade Zone Guide

Zona de Libre Comercio Internacional

FTZ #219 del Condado de Yuma: Tu Plataforma Estratégica para el Comercio Binacional

05 SUBZONAS

1,930 ACRES DE AREA ACTIVA

Cómo empezar a operar

Requisitos para ingresar al programa FTZ #219:

- Presentar carta de interés y propuesta de sitio (debe contar con una instalación ubicada en EE. UU.)
- Completar la solicitud de FTZ con el apoyo de GYEDC
- Obtener autorización de la Ciudad y de la Oficina de Aduanas (CBP)
- Presentar reportes anuales y cumplir con la normativa de la FTZ
- Operar en el condado de Yuma o en zonas de la frontera

Organismo concesionario de la FTZ #219:
Greater Yuma Economic Development Corporation (GYEDC)

Para más información, contacte:

928.762.7774

mapperson@greateryuma.org

928.762.7774

980 S. Beckwold Center Dr. STE. 106/108
Yuma, AZ 85306

Contáctanos para descubrir cómo el programa FTZ-219 puede beneficiar a tu empresa

Organismo concesionario de la FTZ #219:
Greater Yuma Economic Development Corporation (GYEDC)

Para más información, contacte:

928.762.7774

mapperson@greateryuma.org

928.762.7774

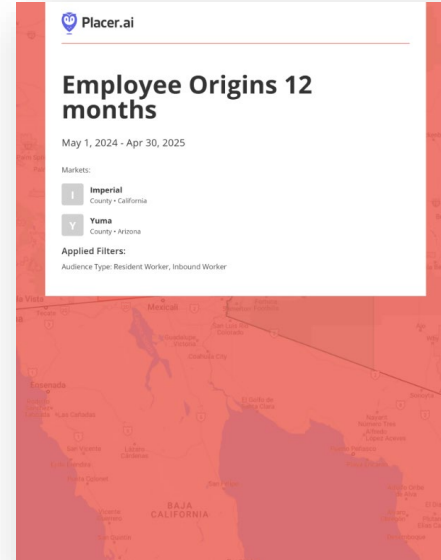
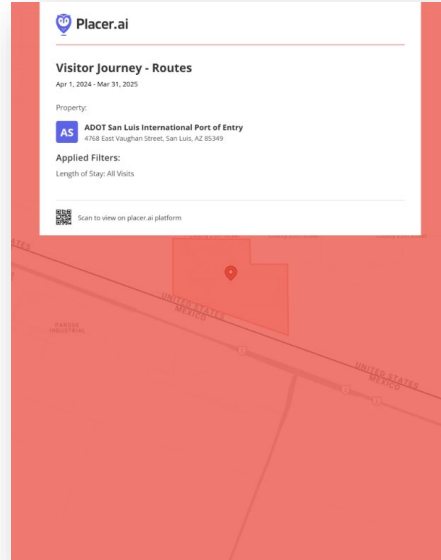
980 S. Beckwold Center Dr. STE. 106/108
Yuma, AZ 85306





Data/Reports/Leads *Data for Q1/Q2*

8
Reports sent so far!



80+
Leads so far!

Retail Leads
(notable companies):

- Starbucks
- US Bank
- Walmart
- Burger King
- Kroger
- Rite Aid
- Party City
- Family Dollar

Reports Included:

- 2 Website Visitation
- 3 Visual Visitor
- 1 Employee Origins
- 1 Quarterly Report
- 1 Five-Year Report



COLORADO RIVER BASIN

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY



9 County
Projects added

Nominating Agency	Project Name/Description	Estimated Total Cost	Identified Local Share	Potential EDA Assistance Requested
City of San Luis	Downtown San Luis Redevelopment Design	\$500,000	\$0	\$500,000
City of San Luis	County 25th Extension to Avenue B Design	\$750,000	\$0	\$750,000
GYEDC on behalf of City of Yuma	Yuma Spaceport	\$9,000,000	\$6,000,000	\$3,000,000
City of Yuma	Strategic Planning for Industrial Use and Rail Spur Development	\$400,000	\$0	\$400,000
Yuma County	Avenue D/E Corridor Project	\$24,000,000	\$0	\$24,000,000
Town of Wellton	Williams Street road connector to facilitate proposed mixed-use/resort development	\$3,500,000	\$0	\$3,500,000
City of Somerton	Industrial infrastructure development (roads, water and sewer) for future distribution & manufacturing growth	TBD	TBD	TBD
City of Somerton	Somerton Innovation & Business Incubation Hub	\$4,000,000	\$800,000	\$3,200,000
Town of Parker & Colorado River Indian Tribe (CRIT)	Joint Venture Sewage Plant (addressing critical capacity issue)	\$20,000,000	\$0	\$20,000,000
Cocopah Indian Tribe	Cocopah Tribal Butcher Shop and Meat Processing Facility	TBD	TBD	TBD
La Paz County Parks	La Paz County RV Park Sewer Project	\$2,000,000	\$0	\$2,000,000

\$35,350,000+
Potential EDA
Assistance





 Aerospace & Defense

 Ag Tech/Production

 Logistics & Distribution

 Adv. Manufacturing

 Energy

Thank you



AIR-14243

Consent Calendar 1.

BOS Regular Agenda

Meeting Date: 02/19/2026

Title: Tax Roll Corrections

Submitted by Agency Head: Steven Seale **Prepared by:** Patty Magana

Department: Assessor

Special District(s):

Strategic Priorities:

Information

1. REQUESTED BOARD ACTION:

Assessor: Approve Tax Roll Corrections as listed in batch dated February 18, 2026, pursuant to ARS Title 42, Chapter 16, Article VI.

2. SUMMARY:

Tax roll corrections for approval are attached.

3. RECOMMENDED MOTION:

Approve as presented.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 2.06.2026.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/6/26

Fiscal Impact

Attachments

BOS Meeting Date 02-19-2026

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 02/18/2026 to 02/18/2026

Account Tax Year	Parcel Number Tax Roll ID	Hearing Date	Reason Description	Created User ID	Admin User ID	Assessor User ID	Post Correction User ID	Treasurer User ID
P0007324 2022	02200014 2022.TRC.1569S4	02/18/2026	Omitted Taxes CORRECTED FULL CA...	12/18/2025 hstamp	01/16/2026 pmagana	01/26/2026 sseale		
P0007324 2023	02200014 2023.TRC.1569S5	02/18/2026	Omitted Taxes CORRECTED FULL CA...	12/18/2025 hstamp	01/16/2026 pmagana	01/26/2026 sseale		
R0001027 2023	21217007 2023.TRC.1572S18	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0005911 2023	77531111 2023.TRC.1572S14	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0016257 2023	69415013 2023.TRC.1572S15	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0023719 2023	70161117 2023.TRC.1572S29	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0026052 2023	72813397 2023.TRC.1572S13	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0034723 2023	66526301 2023.TRC.1572S16	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0049741 2023	69902246 2023.TRC.1572S41	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0057976 2023	70905032 2023.TRC.1572S24	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0070286 2023	72943559 2023.TRC.1572S12	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0074081 2023	70958476 2023.TRC.1572S40	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		

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Yuma County Assessor

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R0077130 2023	69505167 2023.TRC.1572S20	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/21/2026 pmagana	01/26/2026 sseale		
R0081050 2023	76846204 2023.TRC.1572S42	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0081921 2023	72525631 2023.TRC.1572S23	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/21/2026 pmagana	01/26/2026 sseale		
R0082335 2023	74763029 2023.TRC.1572S21	02/18/2026	Abatement PRO-RATED CORRECT...	01/21/2026 rvargas	01/21/2026 pmagana	01/26/2026 sseale		
R0082908 2023	69943007 2023.TRC.1572S31	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0098825 2023	70052290 2023.TRC.1572S39	02/18/2026	Abatement PRO-RATED CORRECT...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0099532 2023	69862176 2023.TRC.1572S19	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0100371 2023	72424058 2023.TRC.1572S38	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0100400 2023	72424089 2023.TRC.1572S17	02/18/2026	Abatement PRO-RATED CORRECT...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0101232 2023	69458321 2023.TRC.1572S22	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/21/2026 pmagana	01/26/2026 sseale		
P0007324 2024	02200014 2024.TRC.1569S5	02/18/2026	Omitted Taxes CORRECTED FULL CA...	12/18/2025 hstamp	01/16/2026 pmagana	01/26/2026 sseale		
R0001027 2024	21217007 2024.TRC.1572S16	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		

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R0005911 2024	77531111 2024.TRC.1572S12	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0016257 2024	69415013 2024.TRC.1572S13	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0023719 2024	70161117 2024.TRC.1572S28	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0026001 2024	72813345 2024.TRC.1566S36	02/18/2026	Abatement EXEMPTION NOT REF...	12/11/2025 pbarajas	01/14/2026 pmagana	01/26/2026 sseale		
R0026052 2024	72813397 2024.TRC.1572S11	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0034723 2024	66526301 2024.TRC.1572S14	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0041422 2024	63343072 2024.TRC.1566S37	02/18/2026	Abatement TAX ROLL CORRECTI...	12/12/2025 aacosta	01/16/2026 pmagana	01/26/2026 sseale		
R0049741 2024	69902246 2024.TRC.1572S40	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0051280 2024	63244065 2024.TRC.1572S23	02/18/2026	Abatement PRO-RATED CORRECT...	01/21/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0057976 2024	70905032 2024.TRC.1572S22	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0070286 2024	72943559 2024.TRC.1572S10	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0074081 2024	70958476 2024.TRC.1572S39	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		

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R0082908 2024	69943007 2024.TRC.1572S30	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0098825 2024	70052290 2024.TRC.1572S38	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
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R0100371 2024	72424058 2024.TRC.1572S37	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
R0100400 2024	72424089 2024.TRC.1572S15	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale		
R0101232 2024	69458321 2024.TRC.1572S20	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/21/2026 pmagana	01/26/2026 sseale		
R0103981 2024	77849283 2024.TRC.1572S42	02/18/2026	Abatement PRO-RATED CORRECT...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale		
P0007324 2025	02200014 2025.TRC.1569S14	02/18/2026	Omitted Taxes CORRECTED FULL CA...	12/18/2025 hstamp	01/16/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	

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R0005911 2025	77531111 2025.TRC.1572S20	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0016257 2025	69415013 2025.TRC.1572S21	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0023719 2025	70161117 2025.TRC.1572S39	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0026001 2025	72813345 2025.TRC.1566S64	02/18/2026	Abatement EXEMPTION NOT REF...	12/11/2025 pbarajas	01/14/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0026052 2025	72813397 2025.TRC.1572S19	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0034723 2025	66526301 2025.TRC.1572S22	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0041422 2025	63343072 2025.TRC.1566S67	02/18/2026	Abatement TAX ROLL CORRECTI...	12/12/2025 aacosta	01/16/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0049741 2025	69902246 2025.TRC.1572S50	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0051280 2025	63244065 2025.TRC.1572S33	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0057976 2025	70905032 2025.TRC.1572S32	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0070286 2025	72943559 2025.TRC.1572S18	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	

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R0074081 2025	70958476 2025.TRC.1572S49	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0077130 2025	69505167 2025.TRC.1572S27	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/21/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0081050 2025	76846204 2025.TRC.1572S51	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
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R0082335 2025	74763029 2025.TRC.1572S28	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/21/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0082340 2025	74763034 2025.TRC.1572S31	02/18/2026	Abatement CORRECTED LEGAL C...	01/21/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0082908 2025	69943007 2025.TRC.1572S40	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0098825 2025	70052290 2025.TRC.1572S48	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0099532 2025	69862176 2025.TRC.1572S25	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0100371 2025	72424058 2025.TRC.1572S47	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
R0100400 2025	72424089 2025.TRC.1572S23	02/18/2026	Abatement CORRECTED LEGAL C...	01/16/2026 rvargas	01/20/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	
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R0103981 2025	77849283 2025.TRC.1572S52	02/18/2026	Abatement CORRECTED LEGAL C...	01/22/2026 rvargas	01/22/2026 pmagana	01/26/2026 sseale	01/26/2026 sseale	

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 02/18/2026 to 02/18/2026

Value Totals

Tax Area	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
01047	571,773	571,773	0	59,257	58,384	(873)
01079	932,244	932,244	0	94,662	93,829	(833)
01130	1,033,634	1,033,634	0	103,363	94,304	(9,059)
01150	3,723,380	4,341,888	618,508	611,905	719,459	107,554
01164	262,246	262,246	0	26,225	26,225	0
01166	2,596,561	2,596,561	0	259,657	259,657	0
01168	231,547	231,547	0	23,155	23,155	0
01170	190,228	28,147	(162,081)			
01193	552,870	552,870	0	55,288	55,288	0
01196	1,255,764	1,255,764	0	130,525	126,711	(3,814)
11018	874,993	874,993	0	87,501	87,501	0
11074	192,306	192,306	0	20,919	19,669	(1,250)
13000	151,753	151,753	0	15,176	15,176	0
13050	280,753	280,753	0	28,074	28,074	0
13083	1,004,468	1,004,468	0	100,447	100,447	0
24052	123,680	123,680	0	12,369	12,369	0
24058	503,223	503,223	0	50,322	50,322	0
32050	1,019,865	1,019,865	0	101,987	101,987	0
Total	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725

Tax Area	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
01047	857,614	857,614	0	89,530	87,947	(1,583)
01079	1,387,039	1,387,039	0	140,454	139,439	(1,015)
01130	1,377,719	1,377,719	0	137,772	128,548	(9,224)
01150	3,723,380	4,341,888	618,508	611,905	719,459	107,554
01164	457,164	457,164	0	45,716	45,716	0
01166	3,360,562	3,360,562	0	336,056	336,056	0

Tax Roll Correction Summary

Yuma County Assessor

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Tax Area	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
01168	405,089	405,089	0	40,510	40,510	0
01170	685,711	38,400	(647,311)			
01193	800,259	800,259	0	80,025	80,025	0
01196	1,686,402	1,686,402	0	175,740	170,168	(5,572)
11018	1,154,400	1,154,400	0	115,440	115,440	0
11074	264,900	264,900	0	28,390	26,984	(1,406)
13000	190,167	190,167	0	19,018	19,017	(1)
13050	585,825	585,825	0	58,583	58,583	0
13083	1,328,985	1,328,985	0	132,898	132,898	0
24052	325,197	325,197	0	32,521	32,521	0
24058	659,382	659,382	0	65,939	65,939	0
32050	1,397,395	1,397,395	0	139,740	139,740	0
Total	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753

Legal Class	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
AG/VACANT LAND/NON-PROFIT DEFAULT REAL PROPERTY CLASS	97,434	14,417	(83,017)			
COMMERCIAL & INDUSTRIAL PERSONAL PROPERTY (01.13)	1,495,506	1,520,735	25,229	239,281	243,318	4,037
COMMERCIAL & INDUSTRIAL PERSONAL PROPERTY	2,227,874	2,821,153	593,279	372,624	476,141	103,517
NON-RESIDENT RESIDENTIAL (04.01)	4,248,257		(4,248,257)	424,832		(424,832)
NON-RESIDENT RESIDENTIAL	6,153,027	23,634	(6,129,393)	615,301	2,363	(612,938)
OWNER-OCCUPIED PRIMARY RESIDENCE (03.01)	152,478	4,700,879	4,548,401	15,248	465,347	450,099
OWNER-OCCUPIED PRIMARY RESIDENCE	43,115	6,780,693	6,737,578	4,311	673,757	669,446
RENTAL RESIDENTIAL	300,144		(300,144)	30,015		(30,015)
RENTAL RESIDENTIAL - SINGLE- FAMILY	487,589	14,805	(472,784)	48,759	1,481	(47,278)

Tax Roll Correction Summary

Yuma County Assessor

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Legal Class	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
VACANT LANDS & DEFAULT REAL PROPERTY CLASS	295,864	81,399	(214,465)	30,461	10,150	(20,311)
Total	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725

Property Code	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
COMMERCIAL & INDUSTRIAL PERSONAL PROPERTY	3,723,380	4,341,888	618,508	611,905	719,459	107,554
EXEMPT VACANT LANDS & DEFAULT REAL PROPERTY	38,400	38,400	0			
EXEMPT VACANT LANDS & DEFAULT REAL PROPERTY (7215)	647,311	0	(647,311)			
NON-RESIDENT RESIDENTIAL (1401)	3,062,400	11,200	(3,051,200)	306,240	1,120	(305,120)
NON-RESIDENT RESIDENTIAL	11,087,525	14,976	(11,072,549)	1,108,752	1,498	(1,107,254)
OWNER-OCCUPIED PRIMARY RESIDENCE	129,000	3,653,652	3,524,652	12,900	359,636	346,736
OWNER-OCCUPIED PRIMARY RESIDENCE (2301)	162,546	12,440,440	12,277,894	16,255	1,240,552	1,224,297
RENTAL RESIDENTIAL - SINGLE FAMILY (1422)	285,400	3,465	(281,935)	28,542	347	(28,195)
RENTAL RESIDENTIAL - SINGLE FAMILY	1,220,878	15,533	(1,205,345)	122,090	1,553	(120,537)
VACANT LANDS & DEFAULT REAL PROPERTY	290,350	98,833	(191,517)	43,553	14,825	(28,728)
Total	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753

Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
ANTELOPE UNION ADDITIONAL ASSISTANCE	626,903	626,903	0	62,691	62,691	0
ANTELOPE UNION DEBT SERVICE	626,903	626,903	0	62,691	62,691	0
ANTELOPE UNION HIGH BUDGET OVERRIDE	626,903	626,903	0	62,691	62,691	0

Tax Roll Correction Summary

Yuma County Assessor

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Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
ANTELOPE UNION M&O	626,903	626,903	0	62,691	62,691	0
ARIZONA WESTERN BUDGET OVERRIDE	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
ARIZONA WESTERN M&O	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
ARIZONA WESTERN UNEXPENDED PLANT	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
AWC DEBT SERVICE SERIES 2014	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
AWC DEBT SERVICE SERIES 2014A	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
AWC DEBT SERVICE SERIES 2016	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
CHAPARRAL EAST	571,773	571,773	0	59,257	58,384	(873)
CITY OF SAN LUIS BUDGET OVERRIDE	1,212,171	1,212,171	0	122,906	121,656	(1,250)
CITY OF SAN LUIS DEBT SERVICE	1,212,171	1,212,171	0	122,906	121,656	(1,250)
CITY OF SAN LUIS PRIMARY	1,212,171	1,212,171	0	122,906	121,656	(1,250)
CITY OF YUMA BUDGET OVERRIDE	10,097,817	10,554,244	456,427	1,235,276	1,339,016	103,740
CITY OF YUMA DEBT SERVICE	10,097,817	10,554,244	456,427	1,235,276	1,339,016	103,740
CITY OF YUMA PRIMARY	10,097,817	10,554,244	456,427	1,235,276	1,339,016	103,740
COUNTY FIRE DISTRICT ASSISTANCE	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
COUNTY FLOOD CONTROL DISTRICT	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
CRANE ELEMENTARY ADDITIONAL ASSISTANCE	1,436,974	1,436,974	0	143,697	143,697	0
CRANE ELEMENTARY ADJACENT WAYS	1,436,974	1,436,974	0	143,697	143,697	0
CRANE ELEMENTARY BUDGET OVERRIDE (5501301)	1,436,974	1,436,974	0	143,697	143,697	0
CRANE ELEMENTARY BUDGET OVERRIDE	1,436,974	1,436,974	0	143,697	143,697	0
CRANE ELEMENTARY DEBT SERVICE	1,436,974	1,436,974	0	143,697	143,697	0
CRANE ELEMENTARY M&O	1,436,974	1,436,974	0	143,697	143,697	0
DESERT SKY #1 IWDD	552,870	552,870	0	55,288	55,288	0

Tax Roll Correction Summary

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Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
DESERT SKY UNIT NO. 1 EMSD	552,870	552,870	0	55,288	55,288	0
DRIFTWOOD RANCH #1 & 2 EMSD	1,255,764	1,255,764	0	130,525	126,711	(3,814)
FLOOD ZONE #1 (YUMA VALLEY)	1,436,974	1,436,974	0	143,697	143,697	0
FLOOD ZONE #2 (4TH AVE TO E MAIN CANAL)	262,246	262,246	0	26,225	26,225	0
FLOOD ZONE #4 (4TH AVE TO AVE 3E)	421,775	259,694	(162,081)	23,155	23,155	0
GADSDEN ELEMENTARY ADDITIONAL ASSISTANCE	1,019,865	1,019,865	0	101,987	101,987	0
GADSDEN ELEMENTARY ADJACENT WAYS	1,019,865	1,019,865	0	101,987	101,987	0
GADSDEN ELEMENTARY BUDGET OVERRIDE	1,019,865	1,019,865	0	101,987	101,987	0
GADSDEN ELEMENTARY DEBT SERVICE	1,019,865	1,019,865	0	101,987	101,987	0
GADSDEN ELEMENTARY M&O	1,019,865	1,019,865	0	101,987	101,987	0
LINKS AT COYOTE WASH CFD (2003-1)	503,223	503,223	0	50,322	50,322	0
LIVINGSTON RANCH #2 EMSD	1,004,468	1,004,468	0	100,447	100,447	0
LOS MEZQUITES UNITS 1-4 EMSD	192,306	192,306	0	20,919	19,669	(1,250)
LOS MEZQUITES UNITS 1-4 LANDSCAPE	192,306	192,306	0	20,919	19,669	(1,250)
LOS MEZQUITES UNITS 1-4 SLID	192,306	192,306	0	20,919	19,669	(1,250)
S.T.E.D.Y. ADDITIONAL ASSISTANCE	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
S.T.E.D.Y. M&O	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
S.T.E.D.Y. SECONDARY	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
SAN LUIS PORT CFD	192,306	192,306	0	20,919	19,669	(1,250)
SOMERTON ELEMENTARY ADDITIONAL ASSISTANCE	1,067,299	1,067,299	0	108,420	107,170	(1,250)
SOMERTON ELEMENTARY ADJACENT WAYS	1,067,299	1,067,299	0	108,420	107,170	(1,250)

Tax Roll Correction Summary

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Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
SOMERTON ELEMENTARY BUDGET OVERRIDE	1,067,299	1,067,299	0	108,420	107,170	(1,250)
SOMERTON ELEMENTARY BUDGET OVERRIDE (5501102)	1,067,299	1,067,299	0	108,420	107,170	(1,250)
SOMERTON ELEMENTARY DEBT SERVICE	1,067,299	1,067,299	0	108,420	107,170	(1,250)
SOMERTON ELEMENTARY M&O	1,067,299	1,067,299	0	108,420	107,170	(1,250)
STATE AID TO EDUCATION	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
TOWN OF WELLTON BUDGET OVERRIDE	626,903	626,903	0	62,691	62,691	0
TOWN OF WELLTON DEBT SERVICE	626,903	626,903	0	62,691	62,691	0
TOWN OF WELLTON PRIMARY	626,903	626,903	0	62,691	62,691	0
WELLTON ELEMENTARY ADDITIONAL ASSISTANCE	626,903	626,903	0	62,691	62,691	0
WELLTON ELEMENTARY BUDGET OVERRIDE	626,903	626,903	0	62,691	62,691	0
WELLTON ELEMENTARY DEBT SERVICE	626,903	626,903	0	62,691	62,691	0
WELLTON ELEMENTARY M&O	626,903	626,903	0	62,691	62,691	0
YUMA COUNTY BUDGET OVERRIDE	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
YUMA COUNTY DEBT SERVICE	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
YUMA COUNTY HOSPITAL DISTRICT	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
YUMA COUNTY LIBRARY DISTRICT	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
YUMA COUNTY LIBRARY DISTRICT - DEBT SERVICE	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
YUMA COUNTY PEST ABATEMENT DISTRICT	3,004,011	3,004,011	0	303,529	301,446	(2,083)
YUMA COUNTY PRIMARY	15,501,288	15,957,715	456,427	1,780,832	1,872,557	91,725
YUMA ELEMENTARY ADDITIONAL ASSISTANCE	11,350,247	11,806,674	456,427	1,364,037	1,457,012	92,975
YUMA ELEMENTARY ADJACENT WAYS	11,350,247	11,806,674	456,427	1,364,037	1,457,012	92,975

Tax Roll Correction Summary

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Tax Authority	LPV			Primary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
YUMA ELEMENTARY BUDGET OVERRIDE	11,350,247	11,806,674	456,427	1,364,037	1,457,012	92,975
YUMA ELEMENTARY DEBT SERVICE	11,350,247	11,806,674	456,427	1,364,037	1,457,012	92,975
YUMA ELEMENTARY M&O	11,350,247	11,806,674	456,427	1,364,037	1,457,012	92,975
YUMA UNION ADDITIONAL ASSISTANCE	14,874,385	15,330,812	456,427	1,718,141	1,809,866	91,725
YUMA UNION ADJACENT WAYS	14,874,385	15,330,812	456,427	1,718,141	1,809,866	91,725
YUMA UNION BUDGET OVERRIDE	14,874,385	15,330,812	456,427	1,718,141	1,809,866	91,725
YUMA UNION DEBT SERVICE	14,874,385	15,330,812	456,427	1,718,141	1,809,866	91,725
YUMA UNION M&O	14,874,385	15,330,812	456,427	1,718,141	1,809,866	91,725
Tax Authority	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
ANTELOPE UNION ADDITIONAL ASSISTANCE	984,579	984,579	0	98,460	98,460	0
ANTELOPE UNION DEBT SERVICE	984,579	984,579	0	98,460	98,460	0
ANTELOPE UNION HIGH BUDGET OVERRIDE	984,579	984,579	0	98,460	98,460	0
ANTELOPE UNION M&O	984,579	984,579	0	98,460	98,460	0
ARIZONA WESTERN BUDGET OVERRIDE	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
ARIZONA WESTERN M&O	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
ARIZONA WESTERN UNEXPENDED PLANT	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
AWC DEBT SERVICE SERIES 2014	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
AWC DEBT SERVICE SERIES 2014A	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
AWC DEBT SERVICE SERIES 2016	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
CHAPARRAL EAST	857,614	857,614	0	89,530	87,947	(1,583)
CITY OF SAN LUIS BUDGET OVERRIDE	1,662,295	1,662,295	0	168,130	166,724	(1,406)
CITY OF SAN LUIS DEBT SERVICE	1,662,295	1,662,295	0	168,130	166,724	(1,406)

Tax Roll Correction Summary

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Tax Authority	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
CITY OF SAN LUIS PRIMARY	1,662,295	1,662,295	0	168,130	166,724	(1,406)
CITY OF YUMA BUDGET OVERRIDE	13,033,377	13,004,574	(28,803)	1,481,433	1,583,415	101,982
CITY OF YUMA DEBT SERVICE	13,033,377	13,004,574	(28,803)	1,481,433	1,583,415	101,982
CITY OF YUMA PRIMARY	13,033,377	13,004,574	(28,803)	1,481,433	1,583,415	101,982
COUNTY FIRE DISTRICT ASSISTANCE	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
COUNTY FLOOD CONTROL DISTRICT	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
CRANE ELEMENTARY ADDITIONAL ASSISTANCE	2,104,977	2,104,977	0	210,499	210,498	(1)
CRANE ELEMENTARY ADJACENT WAYS	2,104,977	2,104,977	0	210,499	210,498	(1)
CRANE ELEMENTARY BUDGET OVERRIDE (5501301)	2,104,977	2,104,977	0	210,499	210,498	(1)
CRANE ELEMENTARY BUDGET OVERRIDE	2,104,977	2,104,977	0	210,499	210,498	(1)
CRANE ELEMENTARY DEBT SERVICE	2,104,977	2,104,977	0	210,499	210,498	(1)
CRANE ELEMENTARY M&O	2,104,977	2,104,977	0	210,499	210,498	(1)
DESERT SKY #1 IWDD	800,259	800,259	0	80,025	80,025	0
DESERT SKY UNIT NO. 1 EMSD	800,259	800,259	0	80,025	80,025	0
DRIFTWOOD RANCH #1 & 2 EMSD	1,686,402	1,686,402	0	175,740	170,168	(5,572)
FLOOD ZONE #1 (YUMA VALLEY)	2,104,977	2,104,977	0	210,499	210,498	(1)
FLOOD ZONE #2 (4TH AVE TO E MAIN CANAL)	457,164	457,164	0	45,716	45,716	0
FLOOD ZONE #4 (4TH AVE TO AVE 3E)	1,090,800	443,489	(647,311)	40,510	40,510	0
GADSDEN ELEMENTARY ADDITIONAL ASSISTANCE	1,397,395	1,397,395	0	139,740	139,740	0
GADSDEN ELEMENTARY ADJACENT WAYS	1,397,395	1,397,395	0	139,740	139,740	0
GADSDEN ELEMENTARY BUDGET OVERRIDE	1,397,395	1,397,395	0	139,740	139,740	0

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Tax Authority	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
GADSDEN ELEMENTARY DEBT SERVICE	1,397,395	1,397,395	0	139,740	139,740	0
GADSDEN ELEMENTARY M&O	1,397,395	1,397,395	0	139,740	139,740	0
LINKS AT COYOTE WASH CFD (2003-1)	659,382	659,382	0	65,939	65,939	0
LIVINGSTON RANCH #2 EMSD	1,328,985	1,328,985	0	132,898	132,898	0
LOS MEZQUITES UNITS 1-4 EMSD	264,900	264,900	0	28,390	26,984	(1,406)
LOS MEZQUITES UNITS 1-4 LANDSCAPE	264,900	264,900	0	28,390	26,984	(1,406)
LOS MEZQUITES UNITS 1-4 SLID	264,900	264,900	0	28,390	26,984	(1,406)
S.T.E.D.Y. ADDITIONAL ASSISTANCE	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
S.T.E.D.Y. M&O	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
S.T.E.D.Y. SECONDARY	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
SAN LUIS PORT CFD	264,900	264,900	0	28,390	26,984	(1,406)
SOMERTON ELEMENTARY ADDITIONAL ASSISTANCE	1,419,300	1,419,300	0	143,830	142,424	(1,406)
SOMERTON ELEMENTARY ADJACENT WAYS	1,419,300	1,419,300	0	143,830	142,424	(1,406)
SOMERTON ELEMENTARY BUDGET OVERRIDE	1,419,300	1,419,300	0	143,830	142,424	(1,406)
SOMERTON ELEMENTARY BUDGET OVERRIDE (5501102)	1,419,300	1,419,300	0	143,830	142,424	(1,406)
SOMERTON ELEMENTARY DEBT SERVICE	1,419,300	1,419,300	0	143,830	142,424	(1,406)
SOMERTON ELEMENTARY M&O	1,419,300	1,419,300	0	143,830	142,424	(1,406)
STATE AID TO EDUCATION	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
TOWN OF WELLTON BUDGET OVERRIDE	984,579	984,579	0	98,460	98,460	0
TOWN OF WELLTON DEBT SERVICE	984,579	984,579	0	98,460	98,460	0
TOWN OF WELLTON PRIMARY	984,579	984,579	0	98,460	98,460	0

Tax Roll Correction Summary

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Tax Authority	FCV			Secondary Taxable		
	Original	Corrected	Difference	Original	Corrected	Difference
WELLTON ELEMENTARY ADDITIONAL ASSISTANCE	984,579	984,579	0	98,460	98,460	0
WELLTON ELEMENTARY BUDGET OVERRIDE	984,579	984,579	0	98,460	98,460	0
WELLTON ELEMENTARY DEBT SERVICE	984,579	984,579	0	98,460	98,460	0
WELLTON ELEMENTARY M&O	984,579	984,579	0	98,460	98,460	0
YUMA COUNTY BUDGET OVERRIDE	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
YUMA COUNTY DEBT SERVICE	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
YUMA COUNTY HOSPITAL DISTRICT	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
YUMA COUNTY LIBRARY DISTRICT	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
YUMA COUNTY LIBRARY DISTRICT - DEBT SERVICE	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
YUMA COUNTY PEST ABATEMENT DISTRICT	4,135,324	4,135,324	0	417,182	414,761	(2,421)
YUMA COUNTY PRIMARY	20,647,190	20,618,387	(28,803)	2,250,237	2,338,990	88,753
YUMA ELEMENTARY ADDITIONAL ASSISTANCE	14,740,939	14,712,136	(28,803)	1,657,708	1,747,868	90,160
YUMA ELEMENTARY ADJACENT WAYS	14,740,939	14,712,136	(28,803)	1,657,708	1,747,868	90,160
YUMA ELEMENTARY BUDGET OVERRIDE	14,740,939	14,712,136	(28,803)	1,657,708	1,747,868	90,160
YUMA ELEMENTARY DEBT SERVICE	14,740,939	14,712,136	(28,803)	1,657,708	1,747,868	90,160
YUMA ELEMENTARY M&O	14,740,939	14,712,136	(28,803)	1,657,708	1,747,868	90,160
YUMA UNION ADDITIONAL ASSISTANCE	19,662,611	19,633,808	(28,803)	2,151,777	2,240,530	88,753
YUMA UNION ADJACENT WAYS	19,662,611	19,633,808	(28,803)	2,151,777	2,240,530	88,753
YUMA UNION BUDGET OVERRIDE	19,662,611	19,633,808	(28,803)	2,151,777	2,240,530	88,753
YUMA UNION DEBT SERVICE	19,662,611	19,633,808	(28,803)	2,151,777	2,240,530	88,753
YUMA UNION M&O	19,662,611	19,633,808	(28,803)	2,151,777	2,240,530	88,753

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Tax Totals

Tax Area	Original	Corrected	Difference
(1670101)	1,048.56	1,048.56	0.00
(1670401)	259.56	259.56	0.00
1670602	1,715.16	1,715.16	0.00
(1670701)	82.56	82.56	0.00
(1787601)	29.92	29.92	0.00
(2890301)	39.52	39.52	0.00
01047	5,896.64	4,941.36	(955.28)
01079	9,540.76	8,015.40	(1,525.36)
01130	10,044.80	7,988.00	(2,056.80)
01150	72,899.60	86,332.08	13,432.48
01164	3,195.32	2,775.40	(419.92)
01166	31,637.08	27,479.08	(4,158.00)
01168	2,821.20	2,450.44	(370.76)
01193	7,621.00	6,735.64	(885.36)
01196	16,575.08	14,123.32	(2,451.76)
11018	8,671.16	7,269.96	(1,401.20)
11074	2,622.08	2,166.56	(455.52)
13000	1,604.48	1,388.84	(215.64)
13050	3,578.88	3,129.36	(449.52)
13083	14,585.96	12,977.48	(1,608.48)
24052	1,285.44	1,087.36	(198.08)
24058	5,380.76	4,574.96	(805.80)
32050	11,097.08	9,463.92	(1,633.16)
Total	212,232.60	206,074.44	(6,158.16)

Tax Type	Original	Corrected	Difference
Ad Valorem	209,057.32	203,795.84	(5,261.48)
Adjustment	0.00	(896.68)	(896.68)
Special Assessment	3,175.28	3,175.28	0.00

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 02/18/2026 to 02/18/2026

Tax Type	Original	Corrected	Difference
Total	212,232.60	206,074.44	(6,158.16)
Tax Authority	Original	Corrected	Difference
0200001 - YUMA COUNTY PRIMARY	43,106.85	45,411.74	2,304.89
0200002 - STATE AID TO EDUCATION	0.00	0.00	0.00
0415301 - TOWN OF WELLTON PRIMARY	0.00	0.00	0.00
0415401 - CITY OF YUMA PRIMARY	26,337.31	28,607.96	2,270.65
0415501 - CITY OF SAN LUIS PRIMARY	0.00	0.00	0.00
0500101 - YUMA ELEMENTARY M&O	21,342.22	17,398.83	(3,943.39)
0500102 - YUMA ELEMENTARY ADDITIONAL ASSISTANCE	1,820.98	1,910.09	89.11
0500104 - YUMA ELEMENTARY ADJACENT WAYS	0.00	0.00	0.00
0501101 - SOMERTON ELEMENTARY M&O	1,693.51	829.75	(863.76)
0501102 - SOMERTON ELEMENTARY ADDITIONAL ASSISTANCE	122.50	121.08	(1.42)
0501104 - SOMERTON ELEMENTARY ADJACENT WAYS	124.25	120.97	(3.28)
0501301 - CRANE ELEMENTARY M&O	2,195.09	1,058.27	(1,136.82)
0501302 - CRANE ELEMENTARY ADDITIONAL ASSISTANCE	166.06	166.06	0.00
0501304 - CRANE ELEMENTARY ADJACENT WAYS	0.00	0.00	0.00
0502401 - WELLTON ELEMENTARY M&O	1,245.58	743.64	(501.94)
0502402 - WELLTON ELEMENTARY ADDITIONAL ASSISTANCE	107.02	107.02	0.00
0503201 - GADSDEN ELEMENTARY M&O	1,704.14	887.56	(816.58)
0503202 - GADSDEN ELEMENTARY ADDITIONAL ASSISTANCE	164.73	164.73	0.00
0503204 - GADSDEN ELEMENTARY ADJACENT WAYS	447.21	447.21	0.00
0610101 - ANTELOPE UNION M&O	1,358.52	856.58	(501.94)
0610102 - ANTELOPE UNION ADDITIONAL ASSISTANCE	80.35	80.35	0.00
0610301 - YUMA UNION M&O	25,580.53	18,692.15	(6,888.38)
0610302 - YUMA UNION ADDITIONAL ASSISTANCE	2,336.20	2,467.38	131.18
0610304 - YUMA UNION ADJACENT WAYS	0.00	108.21	108.21
0815001 - ARIZONA WESTERN M&O	36,081.71	38,015.03	1,933.32

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 02/18/2026 to 02/18/2026

Tax Authority	Original	Corrected	Difference
0815002 - ARIZONA WESTERN UNEXPENDED PLANT	0.00	0.00	0.00
1069901 - YUMA COUNTY HOSPITAL DISTRICT	582.84	662.02	79.18
1190001 - COUNTY FIRE DISTRICT ASSISTANCE	79.40	83.05	3.65
1389001 - LOS MEZQUITES UNITS 1-4 SLID	37.99	35.10	(2.89)
1490001 - YUMA COUNTY LIBRARY DISTRICT	12,360.25	12,975.71	615.46
1490002 - YUMA COUNTY LIBRARY DISTRICT - DEBT SERVICE	3,337.80	3,530.85	193.05
1582601 - FLOOD ZONE #1 (YUMA VALLEY)	0.00	0.00	0.00
1582701 - FLOOD ZONE #2 (4TH AVE TO E MAIN CANAL)	0.00	0.00	0.00
1582901 - COUNTY FLOOD CONTROL DISTRICT	2,906.96	2,867.60	(39.36)
1583001 - FLOOD ZONE #4 (4TH AVE TO AVE 3E)	0.00	0.00	0.00
1670101 - YUMA-MESA IRRIGATION DISTRICT	1,048.56	1,048.56	0.00
1670401 - WMIDD IRRIGABLE ACRES	259.56	259.56	0.00
1670602 - UNIT B IRRIGATION - O&M, 1.26 TO 2.5 AC	1,715.16	1,715.16	0.00
1670701 - UNIT B IRRIGATION - CONTRACTS	82.56	82.56	0.00
1787601 - DESERT SKY #1 IWDD	29.92	29.92	0.00
1971001 - YUMA COUNTY PEST ABATEMENT DISTRICT	519.45	515.70	(3.75)
2890001 - CHAPARRAL EAST	0.00	0.00	0.00
2890301 - AVENUE B & C COLONIA	39.52	39.52	0.00
3000101 - S.T.E.D.Y. M&O	586.13	626.71	40.58
3000102 - S.T.E.D.Y. ADDITIONAL ASSISTANCE	304.28	309.56	5.28
3104501 - DRIFTWOOD RANCH #1 & 2 EMSD	728.37	706.42	(21.95)
3104601 - LIVINGSTON RANCH #2 EMSD	1,607.16	1,607.16	0.00
3105601 - DESERT SKY UNIT NO. 1 EMSD	884.61	884.61	0.00
3106701 - LOS MEZQUITES UNITS 1-4 LANDSCAPE	0.00	0.00	0.00
3106901 - LOS MEZQUITES UNITS 1-4 EMSD	542.71	502.37	(40.34)
3200701 - LINKS AT COYOTE WASH CFD (2003-1)	150.97	150.97	0.00
3201001 - SAN LUIS PORT CFD	0.00	0.00	0.00
5200001 - YUMA COUNTY BUDGET OVERRIDE	0.00	0.00	0.00
5415301 - TOWN OF WELLTON BUDGET OVERRIDE	0.00	0.00	0.00
5415401 - CITY OF YUMA BUDGET OVERRIDE	0.00	0.00	0.00

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 02/18/2026 to 02/18/2026

Tax Authority	Original	Corrected	Difference
5415501 - CITY OF SAN LUIS BUDGET OVERRIDE	0.00	0.00	0.00
5500101 - YUMA ELEMENTARY BUDGET OVERRIDE	0.00	0.00	0.00
5501101 - SOMERTON ELEMENTARY BUDGET OVERRIDE	0.00	0.00	0.00
5501102 - SOMERTON ELEMENTARY BUDGET OVERRIDE (5501102)	0.00	0.00	0.00
5501301 - CRANE ELEMENTARY BUDGET OVERRIDE (5501301)	0.00	0.00	0.00
5501302 - CRANE ELEMENTARY BUDGET OVERRIDE	718.49	718.49	0.00
5502401 - WELLTON ELEMENTARY BUDGET OVERRIDE	0.00	0.00	0.00
5503201 - GADSDEN ELEMENTARY BUDGET OVERRIDE	0.00	0.00	0.00
5610101 - ANTELOPE UNION HIGH BUDGET OVERRIDE	0.00	0.00	0.00
5610301 - YUMA UNION BUDGET OVERRIDE	0.00	0.00	0.00
5815001 - ARIZONA WESTERN BUDGET OVERRIDE	0.00	0.00	0.00
6200001 - YUMA COUNTY DEBT SERVICE	0.00	0.00	0.00
6415301 - TOWN OF WELLTON DEBT SERVICE	0.00	0.00	0.00
6415401 - CITY OF YUMA DEBT SERVICE	0.00	0.00	0.00
6415501 - CITY OF SAN LUIS DEBT SERVICE	0.00	0.00	0.00
6815006 - AWC DEBT SERVICE SERIES 2014	1,934.68	2,151.09	216.41
6815007 - AWC DEBT SERVICE SERIES 2014A	2,425.00	2,458.55	33.55
6815008 - AWC DEBT SERVICE SERIES 2016	366.02	386.86	20.84
7500101 - YUMA ELEMENTARY DEBT SERVICE	5,300.99	5,564.01	263.02
7501101 - SOMERTON ELEMENTARY DEBT SERVICE	0.00	0.00	0.00
7501301 - CRANE ELEMENTARY DEBT SERVICE	770.66	770.66	0.00
7502401 - WELLTON ELEMENTARY DEBT SERVICE	0.00	0.00	0.00
7503201 - GADSDEN ELEMENTARY DEBT SERVICE	680.98	680.98	0.00
7610101 - ANTELOPE UNION DEBT SERVICE	0.00	0.00	0.00
7610301 - YUMA UNION DEBT SERVICE	6,216.82	6,516.08	299.26
9000101 - S.T.E.D.Y. SECONDARY	0.00	0.00	0.00
Total	212,232.60	206,074.44	(6,158.16)

AIR-14245**Consent Calendar 2.****BOS Regular Agenda**

Meeting Date: 02/19/2026
Title: Accounts Payable Demands and Payroll
Submitted by Agency Head: Humberto Del Castillo Ochoa
Prepared by: Leslie Lopez
Department: Financial Services
Special District(s):
Strategic Priorities:

Information**1. REQUESTED BOARD ACTION:**

Financial Services: a) Approve the Accounts Payable Demands issued in the total amount of \$4,616,883.68 for the period of January 09, 2026, through January 23, 2026, inclusive of all county departments and Housing A/P batches; and, *b)* Approve Payroll issued in the amount of \$2,390,599.31 for the pay period ending January 03, 2026, paid January 09, 2026.

(Payroll data is available via a Request For Public Records submitted to the Office of the Yuma County Clerk of the Board of Supervisors. Request form is available on the web at <https://www.yumacountyaz.gov/government/county-administrator>.)

2. SUMMARY:

The attached listings detail Accounts Payable vendor demands authorized by multiple County departments, for the period January 09, 2026, through January 23, 2026. Payroll totaling \$2,390,599.31 corresponds to the pay period ending January 03, 2026 (paid January 09, 2026).

3. RECOMMENDED MOTION:

a) Approve the Accounts Payable Demands issued in the total amount of \$4,616,883.68 for the period of January 09, 2026, through January 23, 2026, inclusive of all county departments and Housing A/P batches; and,
b) Approve Payroll issued in the amount of \$2,390,599.31 for the pay period ending January 03, 2026, paid January 09, 2026.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form. J. Holzer, 2.5.2026.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/6/26

Fiscal Impact

Attachments

Signature Form

Accounts Payable-1

Accounts Payable-2

Housing-1

Housing-2

Yuma County

On January 23, 2026 total Payroll Warrants (55543224-55543226), Accounts Payable Warrants (56154781-56155015), and AP E-Payments (18397-18551), and Housing (33973-34014,87402-87406)

DATE	TYPE	WARRANTS TOTAL
1/9/2026	Payroll	\$1,986.45 55543224-55543226
	Check Direct Deposit	\$2,388,612.86
County's Accounts Payable		
1/15/2026	Accounts Payable	\$981,441.48 56154781-56154866
1/22/2026	Accounts Payable	\$937,173.08 56154867-56155015
County's AP E-Payments		
1/16/2026	AP E-Payments	\$333,875.06 18397-18458
1/23/2026	AP E-Payments	\$2,145,517.52 18459-18551
Housing		
1/9/2026	AP's Checks	\$93,996.84 33973-33991
1/21/2026	UR Checks	\$23.00 33992
1/21/2026	AP's Checks	\$114,428.84 33993-34014
1/9/2026	SEC 8 Checks	\$9,518.56 87402-87404
1/21/2026	SEC 8 Checks	\$909.30 87405-87406
	TOTAL	\$7,007,482.99

Jonathan W. Lines

Marco (Tony) Reyes

Darren R. Simmons

Lynne Pancrazi

Martin Porchas

Attest:

Desiree Gunderman
Yuma County Clerk of Board



YUMA PL

Payables Payment Register

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Report Parameters			
Business Unit	YUMA COUNTY BU		
From Payment Date	1/12/26	To Payment Date	1/16/26
Display Supplier Address	No		
Payment Type	All		



YUMA PL

Payables Payment Register

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Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD
Payment Document AP Vendor E-Pay

Branch Yuma-021000021
Bank Account Currency USD

Payment Number	Date	Supplier or Party Name	Supplier Site	Amount	Cleared Date	Cleared Amount	Status
18397	1/14/26	Delta Dental Plan of Arizona Inc	EFT - PAYROLL USE ONL	35,847.49			Negotiable
18398	1/14/26	EMI Health	EFT 5101 S Commerce Dr	4,190.10			Negotiable
18399	1/14/26	Symetra Life Insurance Company	EFT PO Box 1491	26,170.10			Negotiable
18400	1/16/26	Angelica Diaz de Leon	EFT - 8245 E OLIVE ANN	916.66			Negotiable
18401	1/16/26	Arizona Counties Insurance Pool	EFT 1905 W Washington Suite 200	31,384.55			Negotiable
18402	1/16/26	Arizona Medical Waste LLC	EFT - 3017 N ROCKWELL	243.75			Negotiable
18403	1/16/26	Canyon State Water	EFT - 1931 S ARIZONA	638.75			Negotiable
18404	1/16/26	Desert Document Shredders LLC	EFT - 2125 S Arizona Avenue	212.75			Negotiable
18405	1/16/26	EM Hale Law PLLC	EFT - PO BOX 2137	28.00			Negotiable
18406	1/16/26	Electronic Security Concepts LLC	EFT - 8320 E GELDING	65,667.71			Negotiable
18407	1/16/26	Matthew J Fox	EFT-OFFICE	139.76			Negotiable
18408	1/16/26	Tiffany A Jones Rankin	EFT - OFFICE	189.42			Negotiable
18409	1/16/26	Julie M McDonald PC	EFT - 202 SOUTH FIRS	2,400.00			Negotiable
18410	1/16/26	Language Line Services	EFT- DALLAS TX	2.25			Negotiable
18411	1/16/26	Law Office of Heather C Vinci PLLC	EFT - 202 S FIRST AVE	4,900.00			Negotiable
18412	1/16/26	LexisNexis Risk Data MGT LLC	EFT - 28330 Network Place	216.82			Negotiable
18413	1/16/26	Susan M Malarchik	EFT-OFFICE	139.76			Negotiable
18414	1/16/26	Richard L Meraz	EFT - OFFICE	399.07			Negotiable
18415	1/16/26	Richard C Parks II	EFT - OFFICE	24.20			Negotiable
18416	1/16/26	Robyn Stallworth Pouquette	EFT-OFFICE	1,800.00			Negotiable
18417	1/16/26	Rodolfo M Bernal	224 S 17TH AVEN	37.46			Negotiable



YUMA PL

Payables Payment Register

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Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD

Branch Yuma-021000021
Bank Account Currency USD

18418	1/16/26	Segal	EFT - PO BOX 4070	6,250.00			Negotiable
18419	1/16/26	Crystela M Silva	EFT-OFFICE	303.58			Negotiable
18420	1/16/26	Tax Management Associates Inc.	EFT - 5121 PARKWAY PL	40,850.00			Negotiable
18421	1/16/26	Alma D Villalobos	EFT - OFFICE	20.21			Negotiable
18422	1/16/26	William J Crimmins	EFT - YUMA, AZ	3,600.00			Negotiable
18423	1/16/26	Griselda Salazar	EFT - Office	1,800.00			Negotiable
18424	1/16/26	Obsidian I Southwest Holding LLC	EFT - 505 5th Avenue 14th Floor	12,048.62			Negotiable
18425	1/16/26	United Consulting LLC	EFT - P.O. Box 6917	680.00			Negotiable
18426	1/16/26	Kanopy Inc.	EFT - PO Box 72357	864.00			Negotiable
18427	1/16/26	Midwest Tape LLC	EFT - P.O. Box 715733	21,160.63			Negotiable
18428	1/16/26	RWC International LTD	EFT 600 N. 75th Ave	143.17			Negotiable
18429	1/16/26	Canon Financial Services Inc.	EFT - 14904 Collections Center Drive	460.29			Negotiable
18430	1/16/26	Freightliner of Arizona LLC	EFT - Dept# 880097 PO Box 29650	680.06			Negotiable
18431	1/16/26	White Cap L.P.	EFT - P.O. Box 6040	199.90			Negotiable
18432	1/16/26	Tiffany Armenta	EFT-Office	800.68			Negotiable
18433	1/16/26	Zachary Law Group PLC	EFT - 3707 E Southern Ave	7,846.15			Negotiable
18434	1/16/26	Cote Investigations & Associates LLC	EFT - 2527 N. Franz Ln	406.92			Negotiable
18435	1/16/26	Ashley Gamez	EFT OFFICE	303.58			Negotiable
18436	1/16/26	RingCentral Inc.	EFT/CHECK PO Box 734232	14,034.71			Negotiable
18437	1/16/26	Inner-Balance Therapeutics LLC	EFT 1763 W 24th Street Suite 102	2,275.00			Negotiable
18438	1/16/26	BlueTriton Brands Inc	EFT - PO Box 856158	103.94			Negotiable



YUMA PL

Payables Payment Register

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Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD

Branch Yuma-021000021
Bank Account Currency USD

18439	1/16/26	Beth Ann Mullins	EFT - 916 Miller Blvd	4,255.00			Negotiable
18440	1/16/26	Sarah Simone Howard	EFT Office	1,493.43			Negotiable
18441	1/16/26	Andrea F Calandrino	EFT - OFFICE	150.00			Negotiable
18442	1/16/26	The Hiller Companies LLC	EFT - PO BOX 842390	14,369.73			Negotiable
18443	1/16/26	Dell Technologies Inc	EFT - ONE DELL WAY	4,168.57			Negotiable
18444	1/16/26	Electronic Security Concepts LLC	EFT - 8320 E GELDING	1,048.61			Negotiable
18445	1/16/26	JSA Company	EFT PO Box 330	2,388.42			Negotiable
18446	1/16/26	OverDrive Inc.	EFT - PO BOX 72117	1,292.98			Negotiable
18447	1/16/26	US Bankcorp Equipment Finance	EFT - PO BOX 790448	111.35			Negotiable
18448	1/16/26	Thomson Reuters - West	EFT CAROL STREAM IL	3,192.73			Negotiable
18449	1/16/26	Thomson Reuters - West	EFT CAROL STREAM IL	7,776.82			Negotiable
18450	1/16/26	Thomson Reuters - West	EFT CAROL STREAM IL	2,578.20			Negotiable
18451	1/16/26	Fruth Group	EFT - 3220 E. HARBOUR	168.50			Negotiable
18452	1/16/26	Fruth Group	EFT - 3220 E. HARBOUR	75.28			Negotiable
18453	1/16/26	Fruth Group	EFT - 3220 E. HARBOUR	38.09			Negotiable
18454	1/16/26	Fruth Group	EFT - 3220 E. HARBOUR	41.68			Negotiable
18455	1/16/26	Fruth Group	EFT - 3220 E. HARBOUR	18.11			Negotiable
18456	1/16/26	Fruth Group	EFT - 3220 E. HARBOUR	26.25			Negotiable
18457	1/16/26	Fruth Group	EFT - 3220 E. HARBOUR	146.24			Negotiable
18458	1/16/26	Fruth Group	EFT - 3220 E. HARBOUR	155.03			Negotiable



YUMA PL

Payables Payment Register

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Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD

Branch Yuma-021000021
Bank Account Currency USD

Total for Payment AP Vendor E-Pay 333,875.06

0.00

Total for Payment Currency USD 333,875.06

0.00



YUMA PL

Payables Payment Register

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Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD
Payment Document Warrants 81

Branch Yuma-122100024
Bank Account Currency USD

Payment Number	Date	Supplier or Party Name	Supplier Site	Amount	Cleared Date	Cleared Amount	Status
56154781	1/14/26	Bankcard Center	SALT LAKE CITY	177,510.58			Negotiable
56154782	1/14/26	Bankcard Center	SALT LAKE CITY	33,870.13			Negotiable
56154783	1/15/26	Acacia Family Practice Group Inc	888 W 16th Street	52.33			Negotiable
56154784	1/15/26	Advance Forensic Assessments Inc	1550 E UNIVERSI	2,360.00			Negotiable
56154785	1/15/26	Alarms Security Networks LLC	PO BOX 5677	6,654.57			Negotiable
56154786	1/15/26	All Saints Cremation and Memorial Chape	170 E 17th Place	450.00			Negotiable
56154787	1/15/26	Allied Universal Electronic Monitoring	PO Box 850001	1,425.84			Negotiable
56154788	1/15/26	Arizona Public Defender Association	8175 E Evans Rd #13926	105.00			Negotiable
56154789	1/15/26	Arizona Public Service	ID PO BOX 37812	348.82			Negotiable
56154790	1/15/26	Arizona Public Service	ID PO BOX 37812	65.16			Negotiable
56154791	1/15/26	Arizona Public Service	ID PO BOX 37812	52.40			Negotiable
56154792	1/15/26	Arizona Public Service	PO Box 37812	63,429.99			Negotiable
56154793	1/15/26	Arizona Public Service	ID PO BOX 37812	329.04			Negotiable
56154794	1/15/26	Arizona Secretary of State	Notary Department	43.00			Negotiable
56154795	1/15/26	ASIFlex	PO Box 6044	819.00			Negotiable
56154796	1/15/26	ASPC Inmate Trust Accounts	P.O. Box 8909	1,969.28			Negotiable
56154797	1/15/26	AT&T Mobility-CC	PO Box 6463	135.96			Negotiable
56154798	1/15/26	Availity LLC	PO BOX 844781	20.00			Negotiable
56154799	1/15/26	Averhealth	Avertest LLC	15,891.11			Negotiable
56154800	1/15/26	Ben Levitan LLC	PO Box 99282	1,840.00			Negotiable
56154801	1/15/26	Center For Disease Detection	11603 CROSSWIND	2,559.10			Negotiable
56154802	1/15/26	CenturyLink	PO BOX 91155	992.71			Negotiable
56154803	1/15/26	Charter Communications	Box 223085	130.00			Negotiable
56154804	1/15/26	Colonial Insurance Processing Center	P.O. Box 903	3,827.14			Negotiable
56154805	1/15/26	County of Yuma	JUV CRT PC - IG	279.84			Negotiable
56154806	1/15/26	CuraLinc LLC	314 W SUPERIOR	2,114.10			Negotiable



YUMA PL

Payables Payment Register

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Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD

Branch Yuma-122100024
Bank Account Currency USD

56154807	1/15/26	D'Pair Development LLC	PO BOX 2988	7,161.20		Negotiable
56154808	1/15/26	D'Pair Development LLC	PO BOX 2988	14,322.40		Negotiable
56154809	1/15/26	Data Storage Centers Inc	2223 E MAGNOLIA	3,485.53		Negotiable
56154810	1/15/26	David Lee Kendell	12331 E 36th Place	27.31		Negotiable
56154811	1/15/26	David Stiles	2516 S. Elmwood Drive	16.00		Negotiable
56154812	1/15/26	Desert Water Store Inc	863 South Avenue B	54.20		Negotiable
56154813	1/15/26	Diego Torres	PO Box 5586	28.14		Negotiable
56154814	1/15/26	Domingo Maldonado	17 Dart Street	16.00		Negotiable
56154815	1/15/26	Educational Services LLC	14614 N Kierland Blvd Ste N230	19,977.67		Negotiable
56154816	1/15/26	Express Scripts Inc	21653 NETWORK P	73,162.96		Negotiable
56154817	1/15/26	Fahd Al-Alou	PO Box 5615	38.33		Negotiable
56154818	1/15/26	FedEx	PASADENA, CA	71.49		Negotiable
56154819	1/15/26	Geotechnical Testing Services Inc.	1044 East 21st Street	4,120.00		Negotiable
56154820	1/15/26	GreatAmerica Financial Svcs.	PO BOX 660831	243.47		Negotiable
56154821	1/15/26	Greater Yuma Economic Development Corpo	1351 S Redondo Center Drive	37,527.00		Negotiable
56154822	1/15/26	Hector Molina	10360 S Winter Avenue	55.48		Negotiable
56154823	1/15/26	Humane Society of Yuma	4050 AVE 4 1/2	15,000.00		Negotiable
56154824	1/15/26	Ingram Library Services	PO Box 7411731	4,812.66		Negotiable
56154825	1/15/26	Joy L Mueller	104 W 22nd St	16.00		Negotiable
56154826	1/15/26	Justice AV Solutions Inc	PO BOX 950110	241,374.98		Negotiable
56154827	1/15/26	Keith Waterhouse	2748 E Powell Way	12.70		Negotiable
56154828	1/15/26	Marcos Orduno	PO Box 6929	27.02		Negotiable
56154829	1/15/26	Maria Shipp	645 S 9th Avenue	26.73		Negotiable
56154830	1/15/26	NeedThese	PO BOX 7400	1,483.67		Negotiable
56154831	1/15/26	Nicklaus Engineering Inc	EFT - 1851 W 24th Str	64,258.00		Negotiable
56154832	1/15/26	Nomar Real Estate LLC	P.O. Box 2366	88.08		Negotiable



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Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD

Branch Yuma-122100024
Bank Account Currency USD

56154833	1/15/26	Onvida Health Yuma Medical Center	PO Box 650534	1,909.00			Negotiable
56154834	1/15/26	Otis Elevator Company	PO Box 730400	723.03			Negotiable
56154835	1/15/26	PEAC Solutions	PO Box 13604	1,050.71			Negotiable
56154836	1/15/26	Precision Electric Company Inc	PO Box 511739	6,960.73			Negotiable
56154837	1/15/26	Priscilla Gunderson	13771 E 45TH ST	400.00			Negotiable
56154838	1/15/26	Quadient Inc	Dept 3689	1,486.99			Negotiable
56154839	1/15/26	RELX Inc. DBA LexisNexis	P.O. Box 733106	852.12			Negotiable
56154840	1/15/26	Robin Denham	10267 S Typhoon Avenue	22.62			Negotiable
56154841	1/15/26	Ryberto Investments LLC	1700 S 1ST AVEN	12.68			Negotiable
56154842	1/15/26	Selene Hinojosa	3900 W. 22nd Ln Apt. 7H	325.00			Negotiable
56154843	1/15/26	Sparkletts	PO BOX 660579	444.04			Negotiable
56154844	1/15/26	Staples	PO Box 660409	531.83			Negotiable
56154845	1/15/26	State 48 Public Affairs LLC	3109 East Greenway Street	5,500.00			Negotiable
56154846	1/15/26	Supreme Builders LLC	13198 S 27TH AV	26,716.00			Negotiable
56154847	1/15/26	Supreme Builders LLC	13198 S 27TH AV	15,264.00			Negotiable
56154848	1/15/26	Supreme Builders LLC	13198 S 27TH AV	3,125.00			Negotiable
56154849	1/15/26	Supreme Builders LLC	13198 S 27TH AV	7,632.00			Negotiable
56154850	1/15/26	T3AZ LLC	1700 S 1ST AVEN	85.54			Negotiable
56154851	1/15/26	Telephone Central L.L.C.	PO Box 615	220.00			Negotiable
56154852	1/15/26	Thompson Design Architects PC	675 WEST 16TH S	12,065.00			Negotiable
56154853	1/15/26	UniFirst Corporation	PO Box 650481	324.48			Negotiable
56154854	1/15/26	Verizon	DALLAS TX	1,969.42			Negotiable
56154855	1/15/26	Victoria Amezcua	1916 S Paris Court	49.42			Negotiable
56154856	1/15/26	Virginia Manor LLC	1700 S 1ST AVEN	85.53			Negotiable
56154857	1/15/26	Wastequip Manufacturing Company LLC	PO BOX 603008	6,274.40			Negotiable
56154858	1/15/26	Xerox Corporation	PO BOX 7405	536.42			Negotiable
56154859	1/15/26	Yuma Attorney Service LLC	227 S 2nd Avenue, Suite A	800.00			Negotiable
56154860	1/15/26	Yuma Home Park	2550 S Virginia Dr (Office)	24.28			Negotiable



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Bank JP Morgan Chase
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Branch Yuma-122100024
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56154861	1/15/26	Yuma Nursery Supply	4405 South Avenue A	31.99			Negotiable
56154862	1/15/26	Yuma Office Rental LLC	1700 S 1st Avenue Ste 200	28.14			Negotiable
56154863	1/15/26	Yuma Sun Inc	PO BOX 271	267.00			Negotiable
56154864	1/15/26	Yuma Valley Contractors	1334 S. 5th Avenue	17,478.72			Negotiable
56154865	1/15/26	Yuma Valley Contractors	1334 S. 5th Avenue	63,547.27			Negotiable
56154866	1/15/26	Zona Law Group PC	7701 E Indian School Rd Ste J	16.00			Negotiable

Total for Payment Warrants 81 981,441.48

0.00

Total for Payment Currency USD 981,441.48

0.00

Report Count 148

End of Report



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Report Date [Page 60 of 442](#)
1/26/26 4:48 PM

Report Parameters			
Business Unit	YUMA COUNTY BU		
From Payment Date	1/19/26	To Payment Date	1/23/26
Display Supplier Address	No		
Payment Type	All		



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Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD
Payment Document AP Vendor E-Pay

Branch Yuma-021000021
Bank Account Currency USD

Payment Number	Date	Supplier or Party Name	Supplier Site	Amount	Cleared Date	Cleared Amount	Status
18459	1/23/26	Edgar I Ambriz	OFFICE	20.21			Negotiable
18460	1/23/26	Tiffany A Anderson	OFFICE	188.37			Negotiable
18461	1/23/26	Bingham Auto & Truck Parts	EFT - 1655 S COUNTRY	32.61			Negotiable
18462	1/23/26	CRM of America LLC	EFT - 1301 DOVE ST	46,208.06			Negotiable
18463	1/23/26	David W Callis	EFT - OFFICE	36.34			Negotiable
18464	1/23/26	Carolina Isabel Allen	EFT - 4036 ROMA ROAD	2,706.62			Negotiable
18465	1/23/26	Community Bridges Inc	EFT - COMMUNITY BRIDG	2,897.94			Negotiable
18466	1/23/26	Copper State Bolt & Nut Company	EFT - PO BOX 29650 De	448.61			Negotiable
18467	1/23/26	Denise Avila Taylor	EFT - 2440 W 28th St	36,450.00			Negotiable
18468	1/23/26	Electronic Security Concepts LLC	EFT - 8320 E GELDING	4,355.00			Negotiable
18469	1/23/26	Gary Lee Goodwill	EFT - 4481 E COUNTY	1,138.75			Negotiable
18470	1/23/26	Arthur W Gradillas	EFT - OFFICE	11.75			Negotiable
18471	1/23/26	Greenlight Traffic Engineering LLC	EFT 14050 N 83RD AV	30,250.00			Negotiable
18472	1/23/26	Lynn A Harlow Smith	EFT- OFFICE	104.42			Negotiable
18473	1/23/26	CRS Technologies LLC	215 JAMESTOWN P	45.25			Negotiable
18474	1/23/26	Julie M McDonald PC	EFT - 202 SOUTH FIRS	2,800.00			Negotiable
18475	1/23/26	Karen A Watts	EFT 340 W 32nd ST #378	1,920.00			Negotiable
18476	1/23/26	Law Office of Heather C Vinci PLLC	EFT - 202 S FIRST AVE	5,200.00			Negotiable
18477	1/23/26	Benito Lopez-Alvarez	EFT - OFFICE	139.76			Negotiable
18478	1/23/26	Richard L Meraz	EFT - OFFICE	399.07			Negotiable



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Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD

Branch Yuma-021000021
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18479	1/23/26	New Technical Solutions Inc	EFT - CHULA VISTA, CA	10,804.12			Negotiable
18480	1/23/26	Nicklaus Engineering Inc	EFT - 1851 W 24th Str	5,669.70			Negotiable
18481	1/23/26	Northend Auto Parts Inc	EFT - PO BOX 648	216.06			Negotiable
18482	1/23/26	Safety & Security Management Svcs Inc.	EFT 2045 S 14TH AVE	4,747.00			Negotiable
18483	1/23/26	Juan C Salcedo	EFT OFFICE	20.21			Negotiable
18484	1/23/26	Simply Mobile X Ray Inc	EFT - 3661 W 12TH LAN	2,010.72			Negotiable
18485	1/23/26	SouthWestern Sealcoating Inc	EFT - MURRIETA, CA	126,186.24			Negotiable
18486	1/23/26	William J Crimmins	EFT - YUMA, AZ	1,150.00			Negotiable
18487	1/23/26	Kim G Devou	EFT - 699 CR-K	8,000.00			Negotiable
18488	1/23/26	Adrian Joseph Estrada	EFT - 3951 S Tillman Way	8,640.00			Negotiable
18489	1/23/26	Thomas Jay Ruelle	EFT-Office	39.27			Negotiable
18490	1/23/26	Obsidian I Southwest Holding LLC	EFT - 505 5th Avenue 14th Floor	9,135.67			Negotiable
18491	1/23/26	Midwest Tape LLC	EFT - P.O. Box 715733	1,348.83			Negotiable
18492	1/23/26	RWC International LTD	EFT 600 N. 75th Ave	51.73			Negotiable
18493	1/23/26	Canon Financial Services Inc.	EFT - 14904 Collections Center Drive	306.07			Negotiable
18494	1/23/26	Automated Logic Contracting Services	EFT - P.O. Box 403257	74,000.02			Negotiable
18495	1/23/26	Adrianna De La Vara	EFT - 3649 W 36th St	4,071.25			Negotiable
18496	1/23/26	Josue Perez	EFT-Office	36.34			Negotiable
18497	1/23/26	Richard Cano	EFT - PO Box 1424	1,842.50			Negotiable
18498	1/23/26	Amanda Brodie Johnson	EFT- 3629 S Plowman Dr	2,291.25			Negotiable
18499	1/23/26	Ryan Lee	EFT-Office	311.76			Negotiable
18500	1/23/26	Philip Hall	EFT-Office	603.00			Negotiable



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Bank JP Morgan Chase
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Branch Yuma-021000021
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18501	1/23/26	Stefany Rocha	EFT 3759 E. Taos Ln	2,657.50			Negotiable
18502	1/23/26	Brenda Fernandez	EFT - 2310 Shelby Marie	3,196.25			Negotiable
18503	1/23/26	ADP INC	EFT - PO Box 830272	1,105.82			Negotiable
18504	1/23/26	Kimberly Bennett Minner	EFT 242 S 15th Avenue	3,217.50			Negotiable
18505	1/23/26	Jannely G Haro	EFT 5032 Stacy Street	3,296.25			Negotiable
18506	1/23/26	Productive Communication LLC	EFT PO Box 3495	2,280.00			Negotiable
18507	1/23/26	Lyseth Amaya Reyna	EFT 1636 W 15th Street	350.00			Negotiable
18508	1/23/26	Marlena T Lopez FNP PLLC	EFT 3879 W 38th Pl	2,000.00			Negotiable
18509	1/23/26	Antigone Sarah Wilson	EFT 4574 W 22nd Lane	2,280.00			Negotiable
18510	1/23/26	Desaree Rivera	EFT 7760 E 41st Road	5,556.25			Negotiable
18511	1/23/26	Inner-Balance Therapeutics LLC	EFT 1763 W 24th Street Suite 102	2,665.00			Negotiable
18512	1/23/26	BlueTriton Brands Inc	EFT - PO Box 856158	261.70			Negotiable
18513	1/23/26	Green Rubber Kennedy Ag LP	EFT - PO Box 7488	707.46			Negotiable
18514	1/23/26	Melinda Charlene Kemp	EFT 14939 W. Maui Lane	1,552.50			Negotiable
18515	1/23/26	Carlos E Varela	EFT 3138 S 47th Ave	1,757.50			Negotiable
18516	1/23/26	Licia Ortiz Carrillo	EFT 309 E. 12th	390.00			Negotiable
18517	1/23/26	Melody R Varela	EFT 511 E 26th Place	562.50			Negotiable
18518	1/23/26	Sierra-Cedar LLC	EFT PO Box 739535	6,796.00			Negotiable
18519	1/23/26	The Law Office of David J Teel PLLC	EFT 2303 N 44th Street Suite 14-1518	5,295.00			Negotiable



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Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD

Branch Yuma-021000021
Bank Account Currency USD

18520	1/23/26	Blue Core Investigative Solutions	EFT - 4340 E Indian School Rd #21-303	1,881.00			Negotiable
18521	1/23/26	Whitfield Paralegal Services LLC	EFT 7801 N Village Avenue	2,101.80			Negotiable
18522	1/23/26	Nicolas Moreno Arias	2550 S 42nd Ave	2,021.25			Negotiable
18523	1/23/26	BlueCross BlueShield of Arizona	EFT - PO BOX 81049	1,383,043.15			Negotiable
18524	1/23/26	County of Yuma	EFT - REVOLVING ACCT	707.35			Negotiable
18525	1/23/26	Dell Technologies Inc	EFT - ONE DELL WAY	4,672.83			Negotiable
18526	1/23/26	OverDrive Inc.	EFT - PO BOX 72117	1,374.86			Negotiable
18527	1/23/26	Thomson Reuters - West	EFT CAROL STREAM IL	1,150.00			Negotiable
18528	1/23/26	Thomson Reuters - West	EFT CAROL STREAM IL	630.00			Negotiable
18529	1/23/26	Fruth Group	EFT - 3220 E. HARBOUR	134.68			Negotiable
18530	1/23/26	Fruth Group	EFT - 3220 E. HARBOUR	121.17			Negotiable
18531	1/23/26	Fruth Group	EFT - 3220 E. HARBOUR	201.39			Negotiable
18532	1/23/26	Fruth Group	EFT - 3220 E. HARBOUR	305.99			Negotiable
18533	1/23/26	Fruth Group	EFT - 3220 E. HARBOUR	28.11			Negotiable
18534	1/23/26	Arizona Supreme Court	EFT - 1501 W Suite 105	103.00			Negotiable
18535	1/23/26	Arizona Supreme Court	EFT - 1501 W Suite 105	926.97			Negotiable
18536	1/23/26	AB Med Southwest LLC	EFT - 7455 Arroyo Crossing Pkwy, Suite 220 - #1063	14,400.00			Negotiable
18537	1/23/26	BlueCross BlueShield of Arizona	EFT - PO Box 52143	276,198.24			Negotiable



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Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
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Branch Yuma-021000021
Bank Account Currency USD

18538	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	27.50			Negotiable
18539	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	27.50			Negotiable
18540	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	27.50			Negotiable
18541	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	27.50			Negotiable
18542	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	27.50			Negotiable
18543	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	27.50			Negotiable
18544	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	27.50			Negotiable
18545	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	27.50			Negotiable
18546	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	98.25			Negotiable
18547	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	107.30			Negotiable
18548	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	107.30			Negotiable
18549	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	113.85			Negotiable
18550	1/23/26	Empire Pest Managment LLC	EFT - 339 S May Ave	107.30			Negotiable
18551	1/23/26	PetraMED LLC	EFT - 7455 Arroyo Crossing Pkwy Suite 220-1507	12,000.00			Negotiable

Total for Payment AP Vendor E-Pay

2,145,517.52

0.00

Total for Payment Currency USD

2,145,517.52

0.00



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Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD
Payment Document Warrants 81

Branch Yuma-122100024
Bank Account Currency USD

Payment Number	Date	Supplier or Party Name	Supplier Site	Amount	Cleared Date	Cleared Amount	Status
56154867	1/22/26	11:11 System Inc	PO Box 735647	2,770.00			Negotiable
56154868	1/22/26	Abrazo West Campus	PO Box 745869	6,395.26			Negotiable
56154869	1/22/26	Achieve Enterprise Services	3250-A EAST 40TH	70.00			Negotiable
56154870	1/22/26	Agile Occupational Medicine	PO BOX 104515	85.00			Negotiable
56154871	1/22/26	All Saints Cremation and Memorial Chape	170 E 17th Place	350.00			Negotiable
56154872	1/22/26	Annette C Steinberg	4626 W Sinatra Dr	612.50			Negotiable
56154873	1/22/26	Arizona Department of Health Services	Suite 530	6,125.00			Negotiable
56154874	1/22/26	Arizona Department of Public Safety	PO Box 18430	1,649.17			Negotiable
56154875	1/22/26	Arizona Department of Revenue	PO Box 29070	524.55			Negotiable
56154876	1/22/26	Arizona Department of Revenue	PO Box 29070	195.44			Negotiable
56154877	1/22/26	Arizona Department of Transportation	EFT - 206 S 17th Avenue	36,000.00			Negotiable
56154878	1/22/26	Arizona Department of Transportation	EFT - 206 S 17th Avenue	13,000.00			Negotiable
56154879	1/22/26	Arizona Public Service	ID PO BOX 37812	16.96			Negotiable
56154880	1/22/26	Arizona Public Service	PO Box 37812	7,142.69			Negotiable
56154881	1/22/26	ASPC Inmate Trust Accounts	P.O. Box 8909	117.00			Negotiable
56154882	1/22/26	BI Inc	PO Box 654409	1,816.92			Negotiable
56154883	1/22/26	BLT Asphalt LLC	PO BOX 6486	2,488.88			Negotiable
56154884	1/22/26	Bruce Yancey Law Office P.A.	836 W 35th St	1,200.00			Negotiable
56154885	1/22/26	C & D Disposal	PO Box 51002	660.37			Negotiable
56154886	1/22/26	CenturyLink	PO BOX 91155	829.28			Negotiable
56154887	1/22/26	Charter Communications	Box 223085	786.28			Negotiable
56154888	1/22/26	Cintas	PO BOX 631025	655.45			Negotiable
56154889	1/22/26	CITIBANK NA	PO Box 25145	122.78			Negotiable
56154890	1/22/26	City of Yuma	PO Box 78324	863.45			Negotiable
56154891	1/22/26	City of Yuma	POLICE - MAIN	26.03			Negotiable
56154892	1/22/26	Clerk of The Superior Court	250 W. 2nd Street, Ste B	4,860.00			Negotiable



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Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD

Branch Yuma-122100024
Bank Account Currency USD

56154893	1/22/26	Coremr L C	PO BOX 702	733.25			Negotiable
56154894	1/22/26	Cornerstone Detention Products Inc	2511 MIDPARK Ro	227,898.00			Negotiable
56154895	1/22/26	County of Yuma	JUSTICE COURT	711.45			Negotiable
56154896	1/22/26	County of Yuma	PUBLIC WORK P/C	8.00			Negotiable
56154897	1/22/26	County of Yuma	PC YCSO	356.97			Negotiable
56154898	1/22/26	County of Yuma - General Fund	PAYROLL USE	83.00			Negotiable
56154899	1/22/26	County Supervisors Association of Arizo	PHOENIX, AZ	122,348.00			Negotiable
56154900	1/22/26	Crafco Inc	BIRMINGHAM, AL	21,739.30			Negotiable
56154901	1/22/26	Creditron	PO BOX 62133	9,153.65			Negotiable
56154902	1/22/26	D'Pair Development LLC	PO BOX 2988	1,730.00			Negotiable
56154903	1/22/26	Dahl Robins and Associates	PO BOX 1003	9,520.00			Negotiable
56154904	1/22/26	Desert Water Store Inc	863 South Avenue B	61.86			Negotiable
56154905	1/22/26	Empire Southwest LLC	PO BOX 842381	7,224.40			Negotiable
56154906	1/22/26	Engelman Berger PC	2800 N Central Avenue Suite 1200	21,545.40			Negotiable
56154907	1/22/26	Faber and Brand LLC	PO Box 10110	95.37			Negotiable
56154908	1/22/26	FedEx	PASADENA, CA	145.21			Negotiable
56154909	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154910	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154911	1/22/26	Foothills Utilities	ID 13157 E 44th St	19.45			Negotiable
56154912	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154913	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.37			Negotiable
56154914	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.37			Negotiable
56154915	1/22/26	Foothills Utilities	ID 13157 E 44th St	435.00			Negotiable



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Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD

Branch Yuma-122100024
Bank Account Currency USD

56154916	1/22/26	Foothills Utilities	ID 13157 E 44th St	293.70			Negotiable
56154917	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154918	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154919	1/22/26	Foothills Utilities	ID 13157 E 44th St	48.07			Negotiable
56154920	1/22/26	Foothills Utilities	ID 13157 E 44th St	46.37			Negotiable
56154921	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.37			Negotiable
56154922	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.37			Negotiable
56154923	1/22/26	Foothills Utilities	ID 13157 E 44th St	44.69			Negotiable
56154924	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.37			Negotiable
56154925	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.72			Negotiable
56154926	1/22/26	Foothills Utilities	ID 13157 E 44th St	438.42			Negotiable
56154927	1/22/26	Foothills Utilities	ID 13157 E 44th St	447.97			Negotiable
56154928	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.37			Negotiable
56154929	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.37			Negotiable
56154930	1/22/26	Foothills Utilities	ID 13157 E 44th St	136.64			Negotiable
56154931	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154932	1/22/26	Foothills Utilities	ID 13157 E 44th St	139.53			Negotiable
56154933	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154934	1/22/26	Foothills Utilities	ID 13157 E 44th St	86.32			Negotiable



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Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD

Branch Yuma-122100024
Bank Account Currency USD

56154935	1/22/26	Foothills Utilities	ID 13157 E 44th St	95.04			Negotiable
56154936	1/22/26	Foothills Utilities	ID 13157 E 44th St	99.58			Negotiable
56154937	1/22/26	Foothills Utilities	ID 13157 E 44th St	113.04			Negotiable
56154938	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.37			Negotiable
56154939	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.37			Negotiable
56154940	1/22/26	Foothills Utilities	ID 13157 E 44th St	175.55			Negotiable
56154941	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154942	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154943	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154944	1/22/26	Foothills Utilities	ID 13157 E 44th St	325.77			Negotiable
56154945	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154946	1/22/26	Foothills Utilities	ID 13157 E 44th St	68.33			Negotiable
56154947	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154948	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154949	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154950	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154951	1/22/26	Foothills Utilities	ID 13157 E 44th St	19.78			Negotiable
56154952	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.61			Negotiable
56154953	1/22/26	Foothills Utilities	ID 13157 E 44th St	42.28			Negotiable



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Payables Payment Register

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Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD

Branch Yuma-122100024
Bank Account Currency USD

56154954	1/22/26	Foothills Utilities	ID 13157 E 44th St	17.60			Negotiable
56154955	1/22/26	Foothills Utilities	ID 13157 E 44th St	43.37			Negotiable
56154956	1/22/26	Foothills Utilities	13157 E 44th St	2,538.32			Negotiable
56154957	1/22/26	Franklin Striping Inc.	2832 S 45th St	84,335.12			Negotiable
56154958	1/22/26	Gallemore Dental Group	SAN LUIS	558.66			Negotiable
56154959	1/22/26	Geotechnical Testing Services Inc.	1044 East 21st Street	4,530.00			Negotiable
56154960	1/22/26	GreatAmerica Financial Svcs.	PO BOX 660831	138.08			Negotiable
56154961	1/22/26	Gurstel Law Firm PC	LAW FIRM	163.04			Negotiable
56154962	1/22/26	Humane Society of Yuma	4050 AVE 4 1/2	5,000.00			Negotiable
56154963	1/22/26	InfoArmor Inc	BOX 123189	1,769.04			Negotiable
56154965	1/22/26	Ingram Library Services	PO Box 7411731	8,929.92			Negotiable
56154966	1/22/26	IPO Tech Solutions LLC	6688 Joliet Rd #190	58,009.02			Negotiable
56154967	1/22/26	Jeannie Beverly	4115 S Sunlight Way	3,507.50			Negotiable
56154968	1/22/26	Johnson Mark LLC	PO Box 7811	75.71			Negotiable
56154969	1/22/26	Keller and Heckman LLP	1001 G Street, NW, Suite 500W	575.00			Negotiable
56154970	1/22/26	Konica Minolta Business Solutions USA I	DEPT. LA 22988	6,056.59			Negotiable
56154971	1/22/26	Los Angeles Truck Centers LLC	PO Box 101284	123.99			Negotiable
56154972	1/22/26	LVNV Funding LLC c/o Johnson Mark LLC	PO Box 7811	135.72			Negotiable
56154973	1/22/26	Medline Industries LP	DEPT LA 21558	383.25			Negotiable
56154974	1/22/26	Merck Sharp & Dohme LLC	P.O. Box 94000	10,134.67			Negotiable
56154975	1/22/26	Michael A Sullivan	3776 W 27th Lan	440.00			Negotiable
56154976	1/22/26	Mission Plumbing LLC	PO BOX 1814	150.00			Negotiable
56154977	1/22/26	Onvida Health Yuma Medical Center	PO Box 650534	2,820.64			Negotiable
56154978	1/22/26	Onvida Health Yuma Medical Center	PO Box 975559	127.67			Negotiable
56154979	1/22/26	PEAC Solutions	PO Box 13604	1,902.08			Negotiable
56154980	1/22/26	Pilkington Construction Company Inc	PILKINGTON CONS	23,724.50			Negotiable



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Payables Payment Register

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Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD

Branch Yuma-122100024
Bank Account Currency USD

56154981	1/22/26	Pioneer Title Agency Inc	PO BOX 1900	2,850.00			Negotiable
56154982	1/22/26	Pitney Bowes Bank Inc Purchase Power	PO Box 981026	201.00			Negotiable
56154983	1/22/26	Playaway Products LLC	PO Box 735920	478.93			Negotiable
56154984	1/22/26	Portfolio Recovery Associates LLC	P.O. Box 7811	151.58			Negotiable
56154985	1/22/26	Quadient Inc	Dept 3689	219.80			Negotiable
56154986	1/22/26	Quechan Indian Tribe	POLICE DEPT	10.83			Negotiable
56154987	1/22/26	Ricoh USA Inc	PO BOX 31001	769.66			Negotiable
56154988	1/22/26	Roxana Silvas	4346 W 14th Pl	1,483.75			Negotiable
56154989	1/22/26	Rural Metro Corporation	PO BOX 847102	1,741.50			Negotiable
56154990	1/22/26	Sage Associates Inc	2151 Michelson Dr Suite 240	65,235.03			Negotiable
56154991	1/22/26	Sanofi Pasteur Inc	CHICAGO, IL	395.56			Negotiable
56154992	1/22/26	Sarah Lorraine Connell	1632 W Hillside Pl	12.95			Negotiable
56154993	1/22/26	Sellers Petroleum	PO BOX 747	19,577.40			Negotiable
56154994	1/22/26	Southwest Gas Corporation	PO BOX 24531	102.88			Negotiable
56154995	1/22/26	Southwest Gas Corporation	PO BOX 24531	30.49			Negotiable
56154996	1/22/26	State Bar of Arizona	PO Box 842699	9,835.00			Negotiable
56154997	1/22/26	State of Arizona -	GAME&FISH	7.60			Negotiable
56154998	1/22/26	State of California	W SACRAMENTO	803.06			Negotiable
56154999	1/22/26	State of Ohio	BOX 182394	416.70			Negotiable
56155000	1/22/26	Studio Y Yoga & Wellness LLC	660 W 14th Street	1,248.00			Negotiable
56155001	1/22/26	Terminix of Yuma	EL CENTRO, CA	426.60			Negotiable
56155002	1/22/26	The American Bottling Company	23214 Network Place	2,656.50			Negotiable
56155003	1/22/26	Today Cash	PO Box 15010	139.75			Negotiable
56155004	1/22/26	Transworld Systems Inc	500 Virginia Drive Suite 514	242.84			Negotiable
56155005	1/22/26	Trinity Services Group Inc	PO BOX 748399	56,164.45			Negotiable
56155006	1/22/26	UniFirst Corporation	PO Box 650481	81.12			Negotiable
56155007	1/22/26	United Janitorial Supply	YUMA, AZ	249.31			Negotiable
56155008	1/22/26	Vision Service Plan	PAYROLL USE BOX	9,229.14			Negotiable
56155009	1/22/26	Wilbur Ellis Company LLC	PO Box 745259	1,014.74			Negotiable
56155010	1/22/26	Xerox Corporation	PO BOX 7405	476.22			Negotiable
56155011	1/22/26	Yuma County Bar Association	YUMA, AZ	720.00			Negotiable



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Payables Payment Register

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Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD

Branch Yuma-122100024
Bank Account Currency USD

56155012	1/22/26	Yuma Irrigation District	ID 9510 Avenue 7 East	781.44			Negotiable
56155013	1/22/26	Yuma Irrigation District	ID 9510 Avenue 7 East	4,440.00			Negotiable
56155014	1/22/26	Yuma Irrigation District	ID 9510 Avenue 7 East	2,675.10			Negotiable
56155015	1/22/26	Yuma Metropolitan Planning Organization	230 West Morrison Street	19,606.60			Negotiable

Total for Payment Warrants 81

937,173.08

0.00

Total for Payment Currency USD

937,173.08

0.00

Report Count 241

End of Report



OFFICE OF THE
YUMA COUNTY HOUSING DEPARTMENT

2050 WEST MAIN STREET, SUITE #88
SOMERTON, ARIZONA 85350-2534
PHONE (928) 304-7333 TDD 1-800-545-1833 Ext. 705 FAX (928) 304-7334

JESUS ROLDAN
DIRECTOR

TO: Humberto Del Castillo Ochoa, Chief Financial Officer
FROM: Jesus Roldan, Housing Director 
SUBJECT: Housing Department A/P Checks
DATE: January 9, 2026

Attached is a check batch print-out for your review and approval.

AP's Checks:

Checks #33973 – 33991 = 19 (No alignments or voided checks) \$93,996.84 

SEC 8 Checks:

Checks #87402 - 87404 = 3 (No alignments or voided checks) \$9,518.56 

Approved for Payment  Date 1-13-26



Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
100215	0842260000	DEC2025	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$608.12	
			Electricity	1 01 4320 5	\$334.47		
			Office Rent & Utilities	7 01 4180 5	\$273.65		
100215	1300700000	DEC2025	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$107.49	
			Electricity	1 01 4320 5	\$107.49		
100215	1814520000	DEC25	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$18.36	
			Electricity	1 01 4320 5	\$18.36		
100215	1976021551	DEC25	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$10.75	
			Electricity	1 01 4320 5	\$10.75		
100215	2705540000	DEC2025	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$89.58	
			Electricity	1 01 4320 5	\$89.58		
100215	3153010000	DEC2025	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$86.86	
			Electricity	1 01 4320 5	\$86.86		
100215	3495215455	DEC25	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$8.54	
			Electricity	1 01 4320 5	\$8.54		
100215	3707090000	DEC2025	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$98.97	
			Electricity	1 01 4320 5	\$98.97		
100215	5864408114	DEC25	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$13.59	
			Electricity	1 01 4320 5	\$13.59		
100215	6552931000	DEC25	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$337.87	
			Electricity	1 01 4320 5	\$337.87		
100215	7929041000	DEC25	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$18.36	
			Electricity	1 01 4320 5	\$18.36		
100215	8889870000	DEC25	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$927.54	
			Electricity	1 01 4320 5	\$510.15		
			Office Rent & Utilities	7 01 4180 5	\$417.39		
100215	9881421000	DEC25	01/09/26 ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$356.53	
			Electricity	1 01 4320 5	\$356.53		
Check						\$2,682.56	33973
102787	IN2166182	01/09/26	CARASOFT TECHNOLOGY CORP	1 01 1111.11 0		\$1,533.39	
			Administrative Contracts	1 01 4190.19 5	\$843.36		
			Administrative Contracts	7 01 4190.19 5	\$690.03		
Check						\$1,533.39	33974
102489	290645	01/09/26	ELVIA PEREZ	1 01 1111.11 0		\$450.00	
			Other Income	1 01 3690 5	\$450.00		
102489	290646	01/09/26	ELVIA PEREZ	1 01 1111.11 0		\$450.00	
			Other Income	1 01 3690 5	\$450.00		
Check						\$900.00	33975
100214	6153-001	JAN26	01/09/26 CITY OF SAN LUIS	1 01 1111.11 0		\$1,647.70	
			Water	1 01 4310 5	\$370.23		
			Sewage Disposal	1 01 4390 5	\$1,277.47		
100214	6154-001	JAN26	01/09/26 CITY OF SAN LUIS	1 01 1111.11 0		\$2,267.57	
			Water	1 01 4310 5	\$644.11		
			Sewage Disposal	1 01 4390 5	\$1,623.46		
Check						\$3,915.27	33976
100422	1975_2	01/09/26	CITY OF SOMERTON	1 01 1111.11 0		\$7,815.00	
			Other Utility Expense	1 01 4390.1 5	\$7,815.00		
100422	2068	01/09/26	CITY OF SOMERTON	1 01 1111.11 0		\$7,815.00	
			Other Utility Expense	1 01 4390.1 5	\$7,815.00		
Check						\$15,630.00	33977
100375	196450-001	JAN26	01/09/26 CITY OF YUMA - CUST SERVICE	1 01 1111.11 0		\$1,246.74	
			Water	1 01 4310 5	\$608.97		
			Sewage Disposal	1 01 4390 5	\$637.77		
100375	196460-001	JAN26	01/09/26 CITY OF YUMA - CUST SERVICE	1 01 1111.11 0		\$816.90	
			Water	1 01 4310 5	\$465.39		
			Sewage Disposal	1 01 4390 5	\$351.51		
Check						\$2,063.64	33978
102473	200964	01/09/26	CLEAN SWEEP SERVICES, LLC	1 01 1111.11 0		\$355.00	
			Contract Costs	1 01 4430 5	\$355.00		

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
102473	200965	01/09/26	CLEAN SWEEP SERVICES, LLC	1 01 1111.11 0		\$197.00	
			Contract Costs	1 01 4430 5	\$197.00		
102473	201016	01/09/26	CLEAN SWEEP SERVICES, LLC	1 01 1111.11 0		\$147.00	
			Contract Costs	1 01 4430 5	\$147.00		
				Check		\$699.00	33979
102792	941096	01/09/26	DIAMOND BROOKS DRINKING WATER	1 01 1111.11 0		\$40.00	
			Office Water	1 01 4190.22 5	\$22.00		
			Office Water	7 01 4190.22 5	\$18.00		
				Check		\$40.00	33980
100254	777389	01/09/26	FRUTH GROUP	1 01 1111.11 0		\$89.35	
			Contract Costs - Office Equip Mtn	1 01 4430.05 5	\$49.14		
			Maint & Operations-Office Equipment	7 01 4400.02 5	\$40.21		
100254	779093	01/09/26	FRUTH GROUP	1 01 1111.11 0		\$475.91	
			Contract Costs - Office Equip Mtn	1 01 4430.05 5	\$261.75		
			Maint & Operations-Office Equipment	7 01 4400.02 5	\$214.16		
				Check		\$565.26	33981
102923	257433	01/09/26	INTEGRITY PEST SOLUTIONS LLC	1 01 1111.11 0		\$125.00	
			Contract Costs - Extermination	1 01 4430.01 5	\$125.00		
102923	257435	01/09/26	INTEGRITY PEST SOLUTIONS LLC	1 01 1111.11 0		\$271.04	
			Contract Costs - Extermination	1 01 4430.01 5	\$271.04		
				Check		\$396.04	33982
102800	MRIUS2639795	01/09/26	MRI SOFTWARE LLC	1 01 1111.11 0		\$499.53	
			Administrative Contracts	1 01 4190.19 5	\$274.74		
			Administrative Contracts	7 01 4190.19 5	\$224.79		
				Check		\$499.53	33983
100347	DEC2025	01/09/26	PURCHASE POWER	1 01 1111.11 0		\$21.92	
			Postage	1 01 4190.03 5	\$8.77		
			Postage	7 01 4190.03 5	\$13.15		
				Check		\$21.92	33984
102930	6243	01/09/26	ROCKY'S CABINETS	1 01 1111.11 0		\$1,175.00	
			Other Income	1 01 3690 5	\$1,175.00		
				Check		\$1,175.00	33985
100207	DEC25	01/09/26	SOUTHWEST GAS CORP.	1 01 1111.11 0		\$30.93	
			Gas	1 01 4330 5	\$30.93		
				Check		\$30.93	33986
102520	189491701122125	01/09/26	SPECTRUM BUSINESS	1 01 1111.11 0		\$854.00	
			Telephone	1 01 4190.13 5	\$469.70		
			Telephone	7 01 4190.13 5	\$384.30		
				Check		\$854.00	33987
101446	02305	01/09/26	THE WINDOOR SHOP LLC	1 01 1111.11 0		\$34.15	
			Other Income	1 01 3690 5	\$34.15		
101446	02310	01/09/26	THE WINDOOR SHOP LLC	1 01 1111.11 0		\$112.05	
			Other Income	1 01 3690 5	\$112.05		
101446	02312	01/09/26	THE WINDOOR SHOP LLC	1 01 1111.11 0		\$112.05	
			Other Income	1 01 3690 5	\$112.05		
101446	02316	01/09/26	THE WINDOOR SHOP LLC	1 01 1111.11 0		\$93.42	
			Other Income	1 01 3690 5	\$93.42		
101446	02329	01/09/26	THE WINDOOR SHOP LLC	1 01 1111.11 0		\$110.98	
			Other Income	1 01 3690 5	\$110.98		
				Check		\$462.65	33988

AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
102318	6131583115DEC25	01/09/26	VERIZON WIRELESS	1 01 1111.11 0		\$435.51	
			Telephone	1 01 4190.13 5	\$394.60		
			Telephone	7 01 4190.13 5	\$40.91		
				Check		\$435.51	33989
102055	8692659342552DEC25	01/09/26	VOYAGER FLEET SYSTEMS INC	1 01 1111.11 0		\$576.40	
			Fuel, Oil, Lube & Filters	1 01 4420.71 5	\$451.52		
			Maintenance & Operating Sec 8	7 01 4400 5	\$124.88		
				Check		\$576.40	33990
100454	PAYROLL_PPE20DEC25	01/09/26	YUMA CTY BOARD OF SUPERVISORS	1 01 1111.11 0		\$61,515.74	
			Prepaid Salaries	1 01 1290.1 0	\$36,794.48		
			Prepaid Salaries	7 01 1290.1 0	\$24,721.26		
				Check		\$61,515.74	33991

Total Accounting Distribution:

1	01	1111.11	0			\$93,996.84
1	01	1290.1	0		\$36,794.48	
1	01	3690	5		\$2,537.65	
1	01	4190.03	5		\$8.77	
1	01	4190.13	5		\$864.30	
1	01	4190.19	5		\$1,118.10	
1	01	4190.22	5		\$22.00	
1	01	4310	5		\$2,088.70	
1	01	4320	5		\$1,991.52	
1	01	4330	5		\$30.93	
1	01	4390	5		\$3,890.21	
1	01	4390.1	5		\$15,630.00	
1	01	4420.71	5		\$451.52	
1	01	4430	5		\$699.00	
1	01	4430.01	5		\$396.04	
1	01	4430.05	5		\$310.89	
PHA / Proj: 1 01 Totals:					\$66,834.11	\$93,996.84
PHA: 1 Totals:					\$66,834.11	\$93,996.84
7	01	1290.1	0		\$24,721.26	
7	01	4180	5		\$691.04	
7	01	4190.03	5		\$13.15	
7	01	4190.13	5		\$425.21	
7	01	4190.19	5		\$914.82	
7	01	4190.22	5		\$18.00	
7	01	4400	5		\$124.88	
7	01	4400.02	5		\$254.37	
PHA / Proj: 7 01 Totals:					\$27,162.73	\$0.00
PHA: 7 Totals:					\$27,162.73	\$0.00
Totals:					\$93,996.84	\$93,996.84

AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
101732	AUTOINVCU 18812 2601	01/09/26	EVOS HOMES	7 01 1111.11 0		\$134.00	
			LUIS BELTRAN COTA	7 01 4715.1 5	\$134.00		
				Check		\$134.00	87402
102657	AUTOINVC 20042 2510	01/09/26	MESA HOUSING AUTHORITY	7 01 1111.11 0		\$2,332.14	
			JULIO C PENA BOJORQUEZ	7 01 4590.9 5	\$72.14		
			JULIO C PENA BOJORQUEZ	7 01 4715.P 5	\$2,260.00		
102657	AUTOINVC 20042 2511	01/09/26	MESA HOUSING AUTHORITY	7 01 1111.11 0		\$2,332.14	
			JULIO C PENA BOJORQUEZ	7 01 4590.P 5	\$72.14		
			JULIO C PENA BOJORQUEZ	7 01 4715.P 5	\$2,260.00		
102657	AUTOINVC 20042 2512	01/09/26	MESA HOUSING AUTHORITY	7 01 1111.11 0		\$2,332.14	
			JULIO C PENA BOJORQUEZ	7 01 4590.P 5	\$72.14		
			JULIO C PENA BOJORQUEZ	7 01 4715.P 5	\$2,260.00		
102657	AUTOINVC 20042 2601	01/09/26	MESA HOUSING AUTHORITY	7 01 1111.11 0		\$2,332.14	
			JULIO C PENA BOJORQUEZ	7 01 4590.P 5	\$72.14		
			JULIO C PENA BOJORQUEZ	7 01 4715.P 5	\$2,260.00		
				Check		\$9,328.56	87403
25585	AUG2025	01/09/26	MEZA SANDOVAL ROLANDO	7 01 1111.11 0		\$8.00	
			Prior period tenant Refund adjustment	7 01 4716.1B 5	\$8.00		
25585	DEC2025	01/09/26	MEZA SANDOVAL ROLANDO	7 01 1111.11 0		\$8.00	
			Prior period tenant Refund adjustment	7 01 4716.1B 5	\$8.00		
25585	JUL2025	01/09/26	MEZA SANDOVAL ROLANDO	7 01 1111.11 0		\$8.00	
			Prior period tenant Refund adjustment	7 01 4716.1B 5	\$8.00		
25585	JUN2025	01/09/26	MEZA SANDOVAL ROLANDO	7 01 1111.11 0		\$8.00	
			Prior period tenant Refund adjustment	7 01 4716.1B 5	\$8.00		
25585	NOV2025	01/09/26	MEZA SANDOVAL ROLANDO	7 01 1111.11 0		\$8.00	
			Prior period tenant Refund adjustment	7 01 4716.1B 5	\$8.00		
25585	OCT2025	01/09/26	MEZA SANDOVAL ROLANDO	7 01 1111.11 0		\$8.00	
			Prior period tenant Refund adjustment	7 01 4716.1B 5	\$8.00		
25585	SEP2025	01/09/26	MEZA SANDOVAL ROLANDO	7 01 1111.11 0		\$8.00	
			Prior period tenant Refund adjustment	7 01 4716.1B 5	\$8.00		
				Check		\$56.00	87404

Total Accounting Distribution:

7	01	1111.11	0		\$9,518.56	
7	01	4590.9	5	\$72.14		
7	01	4590.P	5	\$216.42		
7	01	4715.1	5	\$134.00		
7	01	4715.P	5	\$9,040.00		
7	01	4716.1B	5	\$56.00		
PHA / Proj: 7 01				Totals:	\$9,518.56	\$9,518.56
PHA: 7				Totals:	\$9,518.56	\$9,518.56
				Totals:	\$9,518.56	\$9,518.56



OFFICE OF THE
YUMA COUNTY HOUSING DEPARTMENT

2050 WEST MAIN STREET, SUITE #88
SOMERTON, ARIZONA 85350-2534
PHONE (928) 304-7333 TDD 1-800-545-1833 Ext. 705 FAX (928) 304-7334

JESUS ROLDAN
DIRECTOR

TO: Humberto Del Castillo Ochoa, Chief Financial Officer
FROM: Jesus Roldan, Housing Director 
SUBJECT: Housing Department A/P Checks
DATE: January 21, 2026

Attached is a check batch print-out for your review and approval.

UR Check:

Check #33992 = 1 (No alignments or voided checks) \$23.00 ✓

AP's Checks:

Checks #33993 – 34014 = 22 (No alignments or voided checks) \$114,428.84 ✓

SEC 8 Checks:

Checks #87405 - 87406 = 2 (No alignments or voided checks) \$909.30 ✓

Approved for Payment  Date 1/23/24



Yuma County Housing Dept

1-01-1111.11-0

1/23/26

Check	Date	Payee	Tenant	Ten.#	Account	Amount	Type
33992	1/23/26	YESSICA ZEPEDA CABALLER	ZEPEDA CABALLERO, YESSICA	28113	1 -01 -1122-0	23.00	UTILITY

Check Total:

23.00

Check Run Total:

\$23.00

Summary of Posting Account Activity

PHA	Project	Account	Code	Amount
1	01	1122	0	23.00
Activity Total:				23.00

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
100215	4292270000JAN26	01/23/26	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$116.22	
			Electricity	1 01 4320 5	\$116.22		
100215	7478540788JAN26	01/23/26	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$19.39	
			Electricity	1 01 4320 5	\$19.39		
100215	7522750000JAN26	01/23/26	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		\$949.88	
			Electricity	1 01 4320 5	\$949.88		
				Check		\$1,085.49	33993
100422	8.4500.00JAN26	01/23/26	CITY OF SOMERTON	1 01 1111.11 0		\$7,817.23	
			Water	1 01 4310 5	\$3,339.65		
			Sewage Disposal	1 01 4390 5	\$4,477.58		
				Check		\$7,817.23	33994
102554	T 45673 01	01/23/26	FRANCO, RENE	1 01 1111.11 0		\$255.21	
			Travel	1 01 4150 5	\$255.21		
				Check		\$255.21	33995
100268	38014M	01/23/26	G & T ALARM COMPANY LLC	1 01 1111.11 0		\$360.00	
			Protective Services - Alarm/Security	1 01 4480 5	\$360.00		
				Check		\$360.00	33996
102747	36576	01/23/26	G & T LOCKSMITH SAFE CO LLC	1 01 1111.11 0		\$10.84	
			Other Income	1 01 3690 5	\$10.84		
102747	36581	01/23/26	G & T LOCKSMITH SAFE CO LLC	1 01 1111.11 0		\$11.71	
			Other Income	1 01 3690 5	\$11.71		
102747	36592	01/23/26	G & T LOCKSMITH SAFE CO LLC	1 01 1111.11 0		\$19.00	
			Other Income	1 01 3690 5	\$19.00		
102747	36634	01/23/26	G & T LOCKSMITH SAFE CO LLC	1 01 1111.11 0		\$73.48	
			Bldgs And Ground Supplies	1 01 4420.5 5	\$73.48		
				Check		\$115.03	33997
101603	9243820547	01/23/26	HD SUPPLY FACILITIES MAINT	1 01 1111.11 0		\$1,782.77	
			Bldgs And Ground Supplies	1 01 4420.5 5	\$1,782.77		
101603	9244279047	01/23/26	HD SUPPLY FACILITIES MAINT	1 01 1111.11 0		\$51.28	
			Bldgs And Ground Supplies	1 01 4420.5 5		\$51.28	
101603	9244330390	01/23/26	HD SUPPLY FACILITIES MAINT	1 01 1111.11 0		\$51.28	
			Bldgs And Ground Supplies	1 01 4420.5 5	\$51.28		
101603	9244500728	01/23/26	HD SUPPLY FACILITIES MAINT	1 01 1111.11 0		\$51.28	
			Bldgs And Ground Supplies	1 01 4420.5 5	\$51.28		
				Check		\$1,834.05	33998
102852	255107066	01/23/26	LOPEZ A/C HEATING & COOLING	1 01 1111.11 0		\$195.00	
			Contract Costs	1 01 4430 5	\$195.00		
				Check		\$195.00	33999
100781	T 45671 01	01/23/26	EDNA LOPEZ	1 01 1111.11 0		\$255.21	
			Travel	1 01 4150 5	\$140.37		
			Travel	7 01 4150 5	\$114.84		
				Check		\$255.21	34000
100522	FSSDESCROW2601	01/23/26	LOW RENT FSS ESCROW ACCT	1 01 1111.11 0		\$12,533.00	
			Dwelling Rental - FSS Escrow	1 01 3110.1 5	\$12,533.00		
				Check		\$12,533.00	34001
23332	FORFEITEDESCROWDIS	01/23/26	MORENO VIRIDIANA	1 01 1111.11 0		\$2,922.00	
			FSS Escrow Forfeiture NEW Rule	1 01 2180.1 0	\$2,922.00		
				Check		\$2,922.00	34002
102648	MA39	01/23/26	NEIGHBORHOOD PLUMBING OF YUMA	1 01 1111.11 0		\$700.00	
			Contract Costs	1 01 4430 5	\$700.00		

AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
102648	VV110	01/23/26	NEIGHBORHOOD PLUMBING OF YUMA	1 01 1111.11 0		\$450.00	
			Contract Costs	1 01 4430 5	\$450.00		
				Check		\$1,150.00	34003
101933	0466-002727625	01/23/26	REPUBLIC SERVICES	1 01 1111.11 0		\$1,942.77	
			Garbage and Trash Collection	1 01 4431 5	\$1,942.77		
101933	0466-002727628	01/23/26	REPUBLIC SERVICES	1 01 1111.11 0		\$1,164.19	
			Garbage and Trash Collection	1 01 4431 5	\$1,164.19		
101933	0466-002727629	01/23/26	REPUBLIC SERVICES	1 01 1111.11 0		\$649.74	
			Garbage and Trash Collection	1 01 4431 5	\$649.74		
				Check		\$3,756.70	34004
102585	T 45675 01	01/23/26	ROLDAN, JESUS	1 01 1111.11 0		\$255.21	
			Travel	1 01 4150 5	\$140.37		
			Travel	7 01 4150 5	\$114.84		
				Check		\$255.21	34005
102764	T 45674 01	01/23/26	ROSAS, RENE D.	1 01 1111.11 0		\$255.21	
			Travel	1 01 4150 5	\$140.37		
			Travel	7 01 4150 5	\$114.84		
				Check		\$255.21	34006
101119	36198289-00	01/23/26	RSD	1 01 1111.11 0		\$538.50	
			Bldgs And Ground Supplies	1 01 4420.5 5	\$538.50		
101119	36198336-00	01/23/26	RSD	1 01 1111.11 0		\$891.66	
			Electrical Supplies	1 01 4420.2 5	\$891.66		
101119	36198344-00	01/23/26	RSD	1 01 1111.11 0		\$300.22	
			Plumbing Supplies	1 01 4420.4 5	\$300.22		
101119	36198351-00	01/23/26	RSD	1 01 1111.11 0		\$1,181.94	
			Maint Small Tools & Equipment	1 01 4420.8 5	\$1,181.94		
				Check		\$2,912.32	34007
100521	SEC8VOESCROW2601	01/23/26	SEC8 VOUCH FSS ESCROW ACCT	1 01 1111.11 0		\$27,183.00	
			HAP Payments - FSS Escrow - Sec 8	7 01 4719 5	\$27,183.00		
				Check		\$27,183.00	34008
26355	FINALDISBURSEMENT	01/23/26	VALENCIA FLOREINDELISA	1 01 1111.11 0		\$132.22	
			FSS Escrow - Sec 8 Voucher	7 01 2182 0	\$132.22		
				Check		\$132.22	34009
102842	103158	01/23/26	VALENZUELA'S TREE AND LAWN CARE	1 01 1111.11 0		\$4,000.00	
			Contract Cost - Mowing	1 01 4430.12 5	\$4,000.00		
102842	103184	01/23/26	VALENZUELA'S TREE AND LAWN CARE	1 01 1111.11 0		\$1,200.00	
			Contract Costs	1 01 4430 5	\$1,200.00		
				Check		\$5,200.00	34010
100703	111	01/23/26	YUMA COUNTY HOUSING	1 01 1111.11 0		\$814.86	
			Ten Services - Recreation, Pubs, Oth	1 01 4220 5	\$814.86		
				Check		\$814.86	34011
100304	PETTYCASH011526	01/23/26	Petty Cash/Jesus Roldan	1 01 1111.11 0		\$26.89	
			Plumbing Supplies	1 01 4420.4 5	\$26.89		
				Check		\$26.89	34012
100454	PAYROLL_PPE03JAN26	01/23/26	YUMA CTY BOARD OF SUPERVISORS	1 01 1111.11 0		\$45,115.00	
			Prepaid Salaries	1 01 1290.1 0	\$27,550.27		
			Prepaid Salaries	7 01 1290.1 0	\$17,564.73		
				Check		\$45,115.00	34013
102505	T 45672 01	01/23/26	ZAVALA, RICHARD	1 01 1111.11 0		\$255.21	
			Travel	1 01 4150 5	\$255.21		

AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
				Check		\$255.21	34014

Total Accounting Distribution:

1	01	1111.11	0			\$114,428.84	
1	01	1290.1	0		\$27,550.27		
1	01	2180.1	0		\$2,922.00		
1	01	3110.1	5		\$12,533.00		
1	01	3690	5		\$41.55		
1	01	4150	5		\$931.53		
1	01	4220	5		\$814.86		
1	01	4310	5		\$3,339.65		
1	01	4320	5		\$1,085.49		
1	01	4390	5		\$4,477.58		
1	01	4420.2	5		\$891.66		
1	01	4420.4	5		\$327.11		
1	01	4420.5	5		\$2,446.03		
1	01	4420.8	5		\$1,181.94		
1	01	4430	5		\$2,545.00		
1	01	4430.12	5		\$4,000.00		
1	01	4431	5		\$3,756.70		
1	01	4480	5		\$360.00		
PHA / Proj: 1 01				Totals:	\$69,204.37	\$114,428.84	
PHA: 1				Totals:	\$69,204.37	\$114,428.84	
7	01	1290.1	0		\$17,564.73		
7	01	2182	0		\$132.22		
7	01	4150	5		\$344.52		
7	01	4719	5		\$27,183.00		
PHA / Proj: 7 01				Totals:	\$45,224.47	\$0.00	
PHA: 7				Totals:	\$45,224.47	\$0.00	
				Totals:	\$114,428.84	\$114,428.84	

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
100758	JAN2026	01/23/26	HOUSING AUTHORITY OF THE	7 01 1111.11 0		\$99.30	
			Accounts receivable,issuing HA-port (:	7 01 1129.P 0	\$8.13		
			Admin Fees	7 01 3300.P 5	\$91.17		
				Check		\$99.30	87405
101507	AUTOINVC 17782 2601	01/23/26	TORRES LOPEZ, JESUS	7 01 1111.11 0		\$810.00	
			JOANNA MARTINEZ	7 01 4715.1 5	\$810.00		
				Check		\$810.00	87406

Total Accounting Distribution:

7	01	1111.11	0		\$909.30
7	01	1129.P	0	\$8.13	
7	01	3300.P	5	\$91.17	
7	01	4715.1	5	\$810.00	
PHA / Proj: 7 01				Totals:	\$909.30 \$909.30
PHA: 7				Totals:	\$909.30 \$909.30
				Totals:	\$909.30 \$909.30

AIR-14207**Consent Calendar 3.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** Minutes Approval - January 21, 2026 and January 21, 2026 Executive Session**Submitted by Agency Head:** Desiree Gunderman **Prepared by:** Desarae Doten**Department:** County Administration**Special District(s):****Strategic Priorities:** Exceptional Customer Service
Effective Governance**Information****1. REQUESTED BOARD ACTION:***Clerk of the Board:* Approve the minutes for the **a)** January 21, 2026 Regular Session, and **b)** January 21, 2026 Executive Session.**2. SUMMARY:**

Due to confidentiality, the January 21, 2026 Executive Session minutes will be provided under a separate cover.

3. RECOMMENDED MOTION:Approve as presented, the minutes for the **a)** January 21, 2026 Regular Session, and **b)** January 21, 2026 Executive Session.**4. FISCAL IMPACT: (Finance, OMB, & Human Res.)****5. COUNTY ATTORNEY:**

Approved as to form. J. Holzer, 2.06.2026.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/6/26

Fiscal Impact**Attachments**

01-21-26 R Motions Final

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

REGULAR & EXECUTIVE SESSION: January 21, 2026

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The Yuma County Board of Supervisors met in a regular session on January 21, 2026. The meeting was held at 197 South Main Street, Yuma, Arizona.

CALL TO ORDER: At 9:01 a.m., Chairman Porchas convened the Board of Supervisors in open session, also sitting as the board of directors of all special taxing districts where noted. Supervisors present were: Martin Porchas, Darren Simmons, Marco A. (Tony) Reyes and Lynne Pancrazi. Jonathan W. Lines was excused

Others present were: County Administrator Ian McGaughey; Deputy County Administrator Josh Scott; Deputy County Attorney Minda Davy; Deputy County Attorney Jessica Holzer; Deputy County Attorney Keisa Morrison; Senior Planner Javier Barraza; Planning & Zoning Director Maggie Castro; Economic Development & Intergovernmental Affairs Administrative Director Alejandro Figueroa; and Clerk of the Board Desiree Gunderman.

The Pledge of Allegiance was led by Supervisor Pancrazi.

CALL TO THE PUBLIC:

Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date. Public comments may be made in person or submitted by email at: publiccomment@yumacountyaz.gov. The email forms of public comment will be accepted until 8:00 a.m. the morning of the meeting. All public comments will be read aloud during the Yuma County Board of Supervisors meeting that starts at 9:00 a.m.

There were no comments.

PRESENTATIONS, PROCLAMATIONS & APPOINTMENTS: Note: During this segment of the agenda, board members may discuss the presentations and proclamations, and may announce appointments to the Yuma County Planning and Zoning Commission and the Yuma County Board of Adjustment. No legal actions will be taken.

Supervisor Pancrazi re-appointed Bobbi McDermott to the Planning & Zoning Commission for a 4-year term.

Supervisor Simmons re-appointed Scott Mulhern to the Planning & Zoning Commission for a 4-year term.

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

REGULAR & EXECUTIVE SESSION: January 21, 2026

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Chairman Pochas reappointed Ron Rice to the Planning & Zoning Commission but noted confirmation was pending. County Administrator Ian McGaughey would follow up with Mr. Rice.

1. *County Administration: Presentation on the economic impact of Arizona Western College by AWC President Dr. Daniel Corr.*

Dr. Daniel Corr provided a PowerPoint presentation on the economic impact of Arizona Western College (AWC) and its role in supporting Yuma County and the surrounding region.

Dr. Corr began with the AWC mission and student profile. He reported that approximately 60% of AWC students are first-generation college students, reflecting progress in building a college-going culture in the community. Approximately three (3) out of ten (10) students are early college (high school students earning college credit), and AWC has experienced a 1,026% increase in dual/concurrent enrollment over the past decade. AWC is currently the fastest-growing community college in Arizona, with enrollment increases of approximately 9% this semester and 10% in the fall term.

Dr. Corr highlighted student success outcomes, noting record graduation numbers that required the addition of a fall commencement ceremony. AWC has also seen a 14% increase in student transfers to Arizona's three state universities over the past three (3) years, in contrast to statewide declines. For the current academic year, AWC will have served more than 13,000 students, with most students enrolled in at least one (1) career and technical education (CTE) course aimed at workforce preparation.

The presentation outlined AWC's economic footprint. Dr. Corr reported a total payroll exceeding \$44 million and tuition revenues of approximately \$6 million, representing a portion of overall funding. Approximately 7% of students come from outside the service region, contributing additional economic activity through housing, retail, and local services. AWC directly and indirectly supports more than 1,300 jobs and generates over \$51 million in regional income from direct spending, with additional ripple effects.

Dr. Corr discussed capital investment and fiscal stewardship, noting significant construction activity, including the law enforcement training academy, residence hall, athletic center, and expansion in Wellton, all completed without additional local taxpayer support. Funding sources included state appropriations and revenue-backed bonds. AWC currently holds an AAA bond rating from Moody's. He noted that for eight (8) of the last nine (9) budgets there has been no increase in the local tax rate.

Student and alumni spending was also addressed. Student spending contributes approximately \$9.3 million in added regional income. Alumni earnings generate more than \$256 million in additional regional income, with AWC accounting for approximately 3.2% of the region's gross regional product (GRP). Overall, the college contributes more than \$320 million in added income and supports thousands of regional jobs.

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

REGULAR & EXECUTIVE SESSION: January 21, 2026

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Dr. Corr summarized the return on investment from three perspectives:

- Student perspective: A rate of return of approximately 16.2% through increased lifetime earnings.
- Taxpayer perspective: A rate of return of approximately 1.3%, even for taxpayers with no direct connection to AWC.
- Societal perspective: Broad benefits including increased earnings, tax revenues, and social savings.

Dr. Corr also highlighted AWC's partnership with Onvida to address regional healthcare workforce needs, noting that the number of nursing graduates has doubled in recent years.

During discussion, Supervisor Reyes asked for clarification regarding the response rate shown in the nursing employment data. Dr. Corr explained that the response rate reflects the percentage of nursing graduates who responded to employment follow-up efforts and is separate from the broader economic impact analysis conducted by Lightcast. Supervisor Reyes commented that AWC is a college of choice and emphasized the positive impact on families.

Supervisor Pancrazi thanked Dr. Corr for his ten (10) years of service as AWC President, noting significant growth and expanded educational opportunities during his tenure. Dr. Corr confirmed that Dr. Reetika Dhawan would assume the role of President effective June 1.

The Chairman thanked Dr. Corr for his leadership and contributions to the community and for the informative presentation.

2. *Human Resources: Presentation highlighting the graduates of the Yuma County Governance, Operations & Vision Leadership Program (YUGOV).*

Ms. Nallely Flores provided a PowerPoint presentation with an overview of the YuGov (Yuma County Governance, Operations, and Vision) Program, highlighting its background, structure, outcomes, and inaugural cohort graduates. She explained that YuGov is a leadership and governance development program designed specifically for Yuma County deputy directors and senior management staff. The program was developed over more than a year in collaboration with Facilities Management Director Tiffany Anderson and was intentionally structured to strengthen leadership capacity, enhance understanding of county governance and operations, and support long-term succession planning.

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

REGULAR & EXECUTIVE SESSION: January 21, 2026

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Ms. Flores reported that the program successfully concluded its first cohort and was delivered entirely in-house by county subject matter experts and Human Resources. The program consisted of nine (9) structured sessions held weekly from October through December, covering county governance, fiscal leadership, budgeting, risk management, facilities operations, trust-based leadership, Board processes and Open Meeting Law, technology and emergency preparedness, human resources, and a final subject matter expert panel and graduation.

She reviewed the program outcomes and values, noting improved leadership consistency, increased cross-departmental collaboration, and a stronger shared understanding of governance, operations, and public service responsibilities. She further noted that program participants will retain continued access to FranklinCovey All Access Pass resources through 2026 to support ongoing leadership development.

Ms. Flores formally recognized the graduates of YuGov's inaugural cohort and expressed appreciation for their commitment to professional development and public service. The graduates recognized were:

- Frank Young, Chief Deputy County Assessor
- Pedro Arroyo, Chief Deputy Constable
- Blanca Hiraes, Executive Chief of Staff, County Attorney's Office
- Lupita Candela, Chief Deputy County Recorder
- George Amaya, Deputy Director, Development Services
- Alan Quintero, Deputy County Engineer
- Gregory Britt, Deputy Director, Facilities Management
- Leo Tanory, Deputy Chief Financial Officer
- Ryan Butcher, Deputy Chief Health Officer
- Jessica Arciniega, Deputy Chief Human Resources Officer
- Karla Vazquez, Employee Benefits Manager, Human Resources
- Richard Parks, Deputy Chief Public Defender
- Virginia Jones, Chief Deputy Public Fiduciary
- Santos Guerrero, Deputy Director, Public Works
- Reyna Curiel, Justice Court Administrator
- Sarah Wisdom, Deputy Library Director
- Elizabeth Valenzuela, Chief Deputy School Superintendent
- Dawn Mueller, Chief Deputy County Treasurer
- Tristan Gomez, Lieutenant, Sheriff's Office
- Ana Duarte, Captain, Sheriff's Office
- Dave Nash, Communications Administrative Director, County Administration

Ms. Flores extended appreciation to the Board of Supervisors, County Administration, Tiffany Anderson, county directors, elected officials, subject matter experts, and the Human Resources team for their support in making the program possible. She noted that YuGov is part of a broader, long-term leadership development strategy aligned with YuLead and director-level leadership initiatives.

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

REGULAR & EXECUTIVE SESSION: January 21, 2026

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In response to a question from Chairman Porchas regarding next steps, Ms. Flores stated that Human Resources will focus on strengthening and expanding the curriculum to make leadership development accessible at additional levels across the organization. She noted that the YuLead program is currently underway, with final presentations scheduled for March, and that future cohorts will continue to support leadership development and succession planning.

Supervisor Reyes commented on the value of deputy director participation and congratulated the program graduates. The Chairman commended the program's focus on developing county employees from within and noted that the Board has consistently supported and explored ways to reward and recognize employee growth and leadership development.

3. Presentation of the "State of the County" video.

No legal action was taken.

Chairman Porchas expressed appreciation for the staff and administration for their effective communication and efforts, noting that the recognition video accurately reflected the organization's strengths. He commended the County's employees, administration, and Board, stating that working with all involved has been both a pleasure and an honor, and reaffirmed a commitment to continuing efforts to make Yuma County better.

CONSENT CALENDAR: The following items listed under the Consent Agenda will be considered as a group and acted upon by one motion with no separate discussion, unless a Board Member so requests. In that event, the item will be removed from the Consent Calendar for separate discussion and action.

MOTION (REYES/SIMMONS): Approve consent items 1–5.

VOICE VOTE: The motion carried 4-0. Supervisor Lines was excused.

The following items were approved on the consent calendar:

1. **Assessor:** Approve Tax Roll Corrections as listed in batch dated January 21, 2026, pursuant to A.R.S. Title 42, Chapter 16, Article VI.

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

REGULAR & EXECUTIVE SESSION: January 21, 2026

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2. Financial Services: a) Approve the Accounts Payable Demands issued in the total amount of \$7,422,044.40 for the period of December 18, 2025, through December 26, 2025, inclusive of all county departments and Housing A/P batches; b) Approve Payroll issued in the amount of \$2,356,242.07 for the pay period ending October 25, 2025, paid October 31, 2025; c) Approve Payroll issued in the amount of \$2,367,578.38 for the pay period ending November 08, 2025, paid November 14, 2025; d) Approve Payroll issued in the amount of \$3,011,277.96 for the pay period ending November 15, 2025, paid November 21, 2025; and, e) Approve Payroll issued in the amount of \$2,433,214.84 for the pay period ending December 06, 2025, paid December 12, 2025.

(Payroll data is available via a Request For Public Records submitted to the Office of the Yuma County Clerk of the Board of Supervisors. Request form is available on the web at <https://www.yumacountyaz.gov/government/county-administrator>.)

DATE	TYPE	WARRANTS TOTAL
10/31/2025	Payroll – Check	\$6,249.50
10/31/2025	Payroll – Direct Deposit	\$2,349,992.57
11/14/2025	Payroll – Check	\$3,702.96
11/14/2025	Payroll – Direct Deposit	\$2,363,875.42
11/21/2025	Payroll – Check	\$96,541.11
11/28/2025	Payroll – Check	\$1,084.63
11/28/2025	Payroll – Direct Deposit	\$2,913,652.22
12/12/2025	Payroll – Check	\$1,523.48
12/12/2025	Payroll – Direct Deposit	\$2,431,691.36
12/18/2025	Accounts Payable	\$1,500,320.28
12/24/2025	Accounts Payable	\$773,891.66
12/19/2025	AP E-Payments	\$1,573,154.35
12/26/2025	AP E-Payments	\$3,484,774.99
HOUSING:		
12/23/2025	AP's Check	\$89,253.12
12/23/2025	SEC 8 Checks	\$650.00
	TOTAL:	\$17,590,357.65

3. Clerk of the Board: Approve the minutes for the a) December 15, 2025 Regular Session, and b) December 16, 2025 Long Term Planning Roundtable.

4. Public Health Services District: a) Accept the Heat Relief Supplies Award in the amount of \$5,000; and, b) Authorize the District Director, or their designee, to sign all necessary documents relating to the Heat Relief Supplies Award between the APS Foundation and Yuma County Public Health Services District, effective January 21, 2026 to December 31, 2026.

YUMA COUNTY BOARD OF SUPERVISORS

Also sitting as all SPECIAL TAXING DISTRICTS where noted

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5. *Public Works:* a) Approve a renewal of the Intergovernmental Agreement (IGA) between Yuma County and the City of San Luis, Arizona, for the purpose of providing corrective or preventative maintenance to roadways and traffic signals within City of San Luis boundaries for a five year term; and, b) Authorize the Chairman to sign the IGA, contingent upon review by legal counsel.

DISCUSSION AND ACTION ITEM(S): The Board will open each of the following item(s) separately for discussion and action, as appropriate.

1. *County Administration:* Discussion and possible action regarding the University of Arizona Cooperative Extension building project, CIP No. 2.2205.

Mr. Joshua Scott provided a PowerPoint presentation regarding the University of Arizona Cooperative Extension Building Project. In collaboration with Mr. Russ Engel, Cooperative Extension Director. The presentation included an overview of the current facilities, project history, site acquisition, programming and design development, budget status, potential funding, and the anticipated project schedule.

Mr. Scott explained that the Cooperative Extension was currently operating out of space within the Health District Building, which includes dedicated office space, a demonstration kitchen, and access to shared conference and auditorium facilities. Additional program functions are housed at the Yuma Agricultural Center, including the plant pathology, weed management, and food safety laboratories. Following approval of the project by the Board with a total budget of \$5.5 million, staff began evaluating options to construct a permanent County-owned facility, reviewing both lease and purchase options for a building site. It was determined that because this was a County capital project, the County must own the land in order to construct the facility. The County subsequently worked with the Arizona Board of Regents and purchased a two-acre site at the Mesa Farm location near Avenue A and County 15th Street for a negotiated purchase price of \$220,000.

Initial programming for the building was completed with Mortenson Cunningham, which identified a space requirement of approximately 15,000 square feet to support the Cooperative Extension's existing programs and staffing. The preliminary cost estimate associated with that programming effort was approximately \$9.95 million, which significantly exceeded the Board-approved project budget. As a result, and due in part to project timing conflicts, the County transitioned to a local consultant, Nicklaus Engineering, to continue the programming and lead the architectural design work. Mr. Scott reported that Nicklaus Engineering has advanced the project to the 60% design phase and successfully reduced the building size to approximately 13,138 square feet by eliminating one laboratory, reducing the size of remaining labs, reducing storage areas, and combining conference space with the demonstration kitchen to allow for multi-use functionality. Despite these reductions, the current design continues to support the Cooperative Extension's core operational needs.

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With respect to the project budget, Mr. Scott stated that the total project budget remains \$5.5 million, with approximately \$4.4 million allocated for construction. Based on the 60% design cost estimate, projected construction costs are approximately \$5.1 million, resulting in a construction shortfall of approximately \$733,074. To remain within the approved budget without additional funding, the building footprint would need to be reduced further, from approximately 13,138 square feet to roughly 11,200 square feet.

Mr. Scott also discussed the potential for additional funding from the University of Arizona. Mr. Engel has submitted a request totaling \$809,207, of which approximately \$324,598 is related directly to construction costs. If the University approves the construction-related portion of the request, the construction shortfall would be reduced to approximately \$408,476. Under that scenario, the building size could potentially increase to approximately 12,000 square feet while remaining within the overall project budget.

The project schedule was reviewed, with design kickoff having occurred in June 2025, followed by completion of 30% plans in August 2025 and 60% plans in October 2025. The design team is proposing to proceed to 95% plans by March 2026, with a bid package anticipated in May 2026. Construction bidding was projected for June 2026, with award in July 2026 and a notice to proceed in August 2026. The estimated construction duration is approximately twelve months, with completion anticipated in August 2027. Mr. Scott noted that further design revisions to reduce the building size could result in modest schedule adjustments.

Supervisor Reyes expressed concerns regarding overall project costs, including contractor overhead, profit, and applicable taxes, noting that the County is not tax-exempt and those costs must be included. He questioned whether additional cost savings could be achieved through further refinement of contractor costs rather than additional reductions to the building size. Mr. Scott responded that overhead and profit figures are standard placeholders at this stage and that the project will ultimately be competitively bid, which may result in lower costs. He also noted that construction pricing remains volatile and will continue to be refined as the project advances.

Ms. Minda Davy advised the Board that Arizona statute requires the County to provide reasonable office space for the Cooperative Extension but does not authorize the use of taxpayer dollars for facilities beyond that scope, such as laboratories or kitchens. She emphasized that while the County Attorney's Office fully supports the mission of the Cooperative Extension, the project must remain within the statutory authority granted to the County. Brief discussion followed regarding statutory interpretation and the importance of ensuring the project scope and terminology align with legal requirements.

Chairman Porchas emphasized the importance of agriculture to Yuma County and requested that staff continue to highlight the value of Cooperative Extension programs, including educational and youth-focused initiatives. He also asked staff to explore potential funding sources that could support the project while remaining compliant with

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statutory limitations. Mr. Scott stated that he would work with OMB and Finance to further evaluate funding options and return to the Board with updated cost information.

The Board indicated that while there are ongoing concerns regarding budget constraints and statutory limitations, it is premature to make final decisions regarding project reductions. Consensus direction was provided for staff to continue with project planning, proceed to the 95% design phase, refine cost estimates, and return to the Board with a future update and options for consideration.

No formal action was taken.

PLANNING & ZONING AGENDA: Full legal descriptions of property sites for all Rezoning Cases are available for public review at the Yuma County Board of Supervisors' Office.

REZONING -- REGULAR PUBLIC HEARING ITEMS: Staff will make a **full presentation** on each of the following items, followed by separate discussion, public hearing, and action by the Board of Supervisors.

1. Development Services/Planning & Zoning Division: Text Amendment Case No. 25-04: A text amendment to the Yuma County Zoning Ordinance to consider changes to Section 704.03 – Definitions, to include a definition for "Influence Area", to list the included and not included military installations or range or Arizona national guard site, to depict the corresponding boundaries on the Official Zoning Map, and to incorporate the respective layer into the Yuma County GIS.

Mr. Javier Barraza provided a PowerPoint presentation regarding Text Amendment Case No. 25-04 to comply with the changes to Arizona Revised Statutes approved by the Governor on March 29, 2024, with House Bill 2548 (HB2548) effective on September 14, 2024. He explained that HB 2548 enhances notification requirements for counties and municipalities when land use applications occur near military installations, ranges, or Arizona National Guard sites. The proposed text amendments add definitions for "influence area," identify included and excluded military installations, and incorporate corresponding boundaries into the official zoning map and Yuma County GIS system, reflecting a two-mile influence area around Yuma Proving Ground and the Barry M. Goldwater Range. The Planning and Zoning Commission recommended approval.

The Chairman also opened zoning item 3 for Minor Amendment Case No. 25-07.

Upon query by Supervisor Reyes, Mr. Barraza clarified that the amendments do not impose new land use restrictions but require notification to military authorities for applicable land use actions within the influence area, which will be displayed as a GIS layer.

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Mr. Barraza presented Minor Amendment Case No. 25-07, which implements the same statutory requirements within the Yuma County 2030 Comprehensive Plan by amending applicable coordination and regional development plan maps and adding relevant glossary definitions. The Planning and Zoning Commission recommended approval.

The Chairman opened the public hearing for both items.

There were no comments.

The Chairman closed the public hearing.

MOTION (SIMMONS/PANCRAZI): Approve Text Amendment Case No. 25-04.

VOICE VOTE: The motion carried 4-0. Supervisor Lines was excused.

3. *Development Services/Planning & Zoning Division: Minor Amendment Case No. 25-07: An amendment to the Yuma County 2030 Comprehensive Plan to add "Influence Area" of a military installation or range or Arizona national guard site and a list of included and not included military installation or range or Arizona national guard site to the Glossary and to incorporate the corresponding boundaries in Section Fourteen—Regional Coordination, 14.5-Yuma Regional Development Plan, Map 1: Yuma Regional Development Plan.*

MOTION (SIMMONS/PANCRAZI): Approve Minor Amendment Case No. 25-07.

VOICE VOTE: The motion carried 4-0. Supervisor Lines was excused.

2. *Development Services/Planning & Zoning Division: Text Amendment Case No. 25-05: An amendment to the Yuma County Comprehensive Building Safety Code to adopt the 2024 International Codes which include the 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code pursuant to Arizona Revised Statutes §11-861*

Ms. Maggie Castro noted this item was pulled and would be on a future agenda.

DISCUSSION REGARDING LEGISLATIVE ISSUES:

1. *County Administration: Discussion and possible action regarding State and Federal legislative updates, which may include international issues, status of bills affecting Yuma County, timelines and composition of the legislatures, and legislative strategies and priorities.*

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Mr. Alejandro Figueroa provided a brief update and PowerPoint presentation concerning State and Federal updates. He shared an overview and briefly discussed the following:

State

- FY 2026-2027 Executive Budget
- Bills

Chairman Porchas left the meeting at 10:28 a.m. and returned at 10:30 a.m.

Federal

- FY 2026 Appropriations

Mr. Figueroa reported that industry feedback on adding a second part-time entomologist at the San Luis Port of Entry has been positive, noting that USDA inspection wait times for truckloads have been reduced by approximately half. GPA continues to pursue funding and coordination with GSA to construct an expanded laboratory at the port with the goal of eventually staffing two full-time entomologists.

Regarding the status of the Mexican side of the port of entry, updates indicate the project is projected to be completed within 12 to 18 months, though concerns were expressed about delays and lack of construction progress compared to the U.S. side.

Board members emphasized ongoing staffing challenges on the U.S. side, noting that limited personnel could prevent all lanes from being fully operational, and directed staff to draft a letter to state and federal legislators advocating for additional staffing, potentially with support from local mayors.

Mr. Figueroa also announced that Vice Chairman Lines will host a federal hearing on January 27 regarding PM10 nonattainment impacts on Yuma County, open to the public, and confirmed coordination with the City of San Luis to develop supporting data for the legislative letter.

EVENTS CALENDAR/CURRENT EVENTS:

1. Board members and County Administrator will report on events attended or to be attended on behalf of the County, may present a brief summary of current events and may update the schedule for future Board of Supervisors meetings, as appropriate. No legal action will be taken, pursuant to A.R.S. §38-431.02(K).

This item was not discussed.

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MOTION (PANCRAZI/REYES): Authorize an Executive Session of the Board.

VOICE VOTE: The motion carried 4-0. Supervisor Lines was excused.

At 10:39 a.m., Chairman recessed the Regular Session portion of the agenda, and convened in Executive Session pursuant to Arizona Revised Statute §38-431.03.

EXECUTIVE SESSION ITEMS:

1. County Attorney: Discussion or consultation with the Yuma County Attorney and Special Deputy Counsel in order to consider its position and instruct its attorneys regarding Yuma County Flood Control District's position concerning the contract with Meridian Engineering Company for the Smucker Park Detention Basin Project, CIP No. 3.9703 and the status of completion of the project, as well as concerning the notice of claim from Meridian Engineering Company. This matter is brought in executive session pursuant to A.R.S. § 38-431.03 (A.)(3.) and (4.).

Minutes for this item will be approved separately due to the confidential nature of the discussion.

REGULAR & EXECUTIVE ADDENDUM NO. 1

2. County Attorney: Discussion or consultation with the Yuma County Attorney and Special Deputy Counsel for legal advice regarding emergency procurement of Markham Contracting Co., Inc. in accordance with Yuma County's Comprehensive Purchasing Policy to secure the project site, identify potential life safety issues and undertake measures necessary to preserve and protect property regarding the Smucker Park Detention Basin Project, CIP No. 3.9703. This matter is brought in executive session pursuant to A.R.S. § 38-431.03 (A.)(3.).

Minutes for this item will be approved separately due to the confidential nature of the discussion.

At 11:12 a.m., Chairman adjourned the Executive Session portion of the agenda and reconvened in Regular Session.

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DISCUSSION AND ACTION ITEMS: The Board will open each of the following items separately for discussion and action, as appropriate.

2. County Attorney: Possible action to terminate the contract between Yuma County Flood Control District and Meridian Engineering Company, entered into on March 8, 2022, concerning the Smucker Park Detention Basin Project, CIP No. 3.9703, and authorize the Flood Control District Manager, or his designee, to sign all relevant contract termination documents thereto, subject to legal counsel review.

MOTION (REYES/PANCRAZI): Terminate the contract between Yuma County Flood Control District and Meridian Engineering Company, entered into on March 8, 2022, concerning the Smucker Park Detention Basin Project, CIP No. 3.9703, and authorize the Flood Control District Manager, or his designee, to sign all relevant contract termination documents thereto, subject to legal counsel review.

VOICE VOTE: The motion carried 4-0. Supervisor Lines was excused.

3. County Attorney: Authorize the Flood Control District Manager to advertise for construction services to complete the Smucker Park Detention Basin Project, CIP No. 3.9703.

MOTION (REYES/SIMMONS): Authorize the Flood Control District Manager to advertise for construction services to complete the Smucker Park Detention Basin Project, CIP No. 3.9703.

VOICE VOTE: The motion carried 4-0. Supervisor Lines was excused.

REGULAR & EXECUTIVE ADDENDUM NO. 1

4. County Attorney: Possible action regarding emergency procurement for the Smucker Park Detention Basin Project, CIP No. 3.9703: a) Determine that an emergency exists requiring immediate action to protect public health, safety and property at the job site; b) Authorize the emergency procurement of Markham Contracting Co., Inc. to secure the project site, identify potential life safety issues and undertake measures necessary to preserve and protect Smucker Park; and c) Authorize the Flood Control District Manager, or his designee, to enter into a contract with Markham Contracting Co., Inc., subject to legal counsel review.

This item was not discussed.

There being no further business to come before the Board, the Regular Session was adjourned at 11:16 a.m.

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Adopted this 19th day of February, 2026.

Martin Porchas, Chairman

ATTEST:

Desiree Gunderman, Clerk of the Board

AIR-14209**Consent Calendar 4.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** Appointment of John Diemer to the Yuma County Local Workforce Development Board**Submitted by Agency Head:** Ian McGaughey **Prepared by:** Desarae Doten**Department:** County Administration**Special District(s):****Strategic Priorities:****Information****1. REQUESTED BOARD ACTION:**

County Administration: Approve the appointment of John Diemer, representing the Governmental, Economic and Community Development sector on the Local Workforce Development Board, to fill the term of Wallin Gustin which will expire on June 30, 2026.

2. SUMMARY:

The Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) stipulates that the Board of Supervisors has the authority to appoint members to the Local Workforce Development Board.

John R. Diemer, Program Manager for the Workforce Solutions Administration, Arizona Department of Economic Security, has indicated a willingness to serve as a Governmental, Economic and Community Development member on the Board. His eligibility questionnaire and other supporting documentation are attached.

3. RECOMMENDED MOTION:

Approve the appointment of John Diemer, representing the Governmental, Economic and Community Development sector on the Local Workforce Development Board, to fill the term of Wallin Gustin which will expire on June 30, 2026.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

Approved as to form. J. Holzer, 2.06.2026.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/6/26

Fiscal Impact**Attachments**

J. Diemer Resume

Questionnaire

Nomination Letter

Membership Roster

John R. Diemer



PROFILE

Results-oriented, driven individual who demonstrates a sound work ethic. Responsible and well organized, dependable and detail orientated with a service-focused approach

SUMMARY OF SKILLS & ABILITIES

- Ability to build collaboration with internal and external partners, and the business community
- Proficiency with MS Office, Google, and data systems
- Experience in Leadership roles over up to 20 individuals
- Ability to problem solve and deal with changes
- Skilled in training others
- Ability to achieve goals that have been given to me
- Participate in and support team planning efforts
- Ability to work with organizations outside of mine
- Ability to speak well in front of large groups
- Skilled in working effectively in a team
- Completed the State of Arizona Management Academy classes

PROFESSIONAL EXPERIENCE

Program Manager

State of Arizona, DES- Workforce Solutions Administration 2022-Present

- Serve on the Mohave County Workforce Development Board
- Manage staff that work with job seekers and employers to help fill vacancies in the workforce
- Lead teams to create and implement new processes for the Workforce Solutions Administration
- Help Maintain records that are sent to the Department of Labor
- Conduct a state-wide business call for all the partners weekly

Local Veterans Employment Representative

State of Arizona, DES- Employer Engagement Administration 2018-2022

- Establish, register, and build long-term relationships with new and existing businesses with a focus on placement services, expedite workforce solutions for business needs utilizing labor market information, education talent pipelines, innovative programs, and our job-seeker talent pool.
- Collaborate with our other administrations, managers, vet coordinators, disabled veterans' team, and Vocational Rehabilitation job developers to identify potential job opportunities for their veteran clients that are in alignment with in-demand industries and skill transferability.
- Conduct outreach to employers to assist veterans in obtaining gainful employment; recruitment events; seminars for employers, job search workshops; facilitate employment, training, and placement services furnished to veterans.

- Work with internal and external partners in a collaborative system, local economic development offices to align business outreach, the Registered Apprenticeship team, and our Education Coordinator to find training solutions/ pipelines for our In-demand Industry businesses.
- Contact community leaders, employers, unions, training programs, and veterans' service organizations to be sure eligible veterans get the services to which they are entitled. Work with federal contractors and give priority to eligible veterans, promote the participation of veterans in federally-funded employment and training programs.

United States Army National Guard 1998-2015

- Staff Sargent- Squad and Platoon leader
- Trained groups of 25-100 Soldiers
- Lead 10-20 Soldiers
- Maintained the mechanical readiness of over a million dollars of equipment
- Maintained accountability of sensitive items

EDUCATION

- **Middle Tennessee State University**
- BS-Business Administration/ Minor –Management

Arizona@Work – Yuma (YPIC)

Required Questionnaire for YPIC Board members - Qualification Criteria for Government/Economic Development/Community Development Members

1. Name and contact information: John Diemer [REDACTED]
2. Current Employer: State of Arizona DES
3. Current title: Program manager
4. Are you a representative of an economic or community development entity? No
 - a. If yes, which entity?
 - b. What are your current responsibilities with the entity?
5. Are you a representative of the State employment service office under the Wagner-Peyser Act serving the local area? Yes
6. Are you a representative of the programs carried out under Title I of the Rehabilitation Act of 1973? No
 - a. If yes, which programs?
7. Are you a representative of agencies or entities administering programs serving the local area relating to transportation, housing, or public assistance? No
 - a. If yes, which kind of program?
 - b. What are your current responsibilities with the program?
8. Are you a representative of a philanthropic organization serving Yuma County? No
 - a. If so, which philanthropic organization?
 - b. How does the organization serve Yuma County?
 - c. What are your current responsibilities with the organization?
9. Do you have Optimum Policymaking Authority within your organization?
Yes
(Optimum Policymaking Authority is defined as an individual in leadership, management, supervisory positions, or individuals nominated in writing by the select entities, who can reasonably be expected to speak affirmatively on behalf of the entity they represent and to commit that entity to a chosen course of action.)

Please complete and return this document to:

Ian McGaughey, County Administrator
By email to: Ian.McGaughey@yumacountyaz.gov
Or by mail to: 198 S. Main Street, Yuma AZ 85364

Katie Hobbs
Governor



Michael Wisehart
Director

February 04, 2026

Ian McGaughey, ICMA-CM
County Administrator, Yuma County
198 S. Main Street
Yuma AZ 85364

Subject: Yuma County Workforce Development Board Nomination

Dear Mr. McGaughey,

The Arizona Department of Economic Security, Division of Employment and Rehabilitation Services, would like to designate John Diemer as its Wagner-Peyser representative to the Yuma County Workforce Development Board. This nomination will replace Wallin Gustin.

Mr. Diemer is a Program Manager within the Department's Division of Employment and Rehabilitation Services and is responsible for managing Employment Services and Jobs for Veterans State Grant across Yuma County. Mr. Diemer's leadership role within the ARIZONA@WORK system makes him a valuable partner on the Workforce Development Board. Mr. Diemer's contact information is provided below:

John Diemer, Program Manager
Arizona Department of Economic Security, Division of Employment and Rehabilitation Services
Mobile: (480) 353-9077
Email: jdiemer@azdes.gov

The appointment meets the criteria outlined in the Training and Employment Guidance Letter Attachment III Local Board Membership Requirements; Representatives of Education and Training (WIOA Section 107(b)(2)(C)):

- The state Employment Service Office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area

If you have any questions or need further information, please contact Kevin Herring, Workforce Solutions Administrator, Division of Employment and Rehabilitation Services at KHerring@azdes.gov or (520) 910-1896.

Sincerely,

A handwritten signature in black ink, appearing to read "Lynn Larson".

Lynn Larson
Deputy Assistant Director, Division of Employment and Rehabilitation Services

**WIOA Local Workforce Development Board Memberships
Current Redacted Roster**

Supervisor Lynne Pancrazi appointed as Liaison to the Yuma County Local Workforce Development Board for Calendar Year 2025. The liaison is appointed by the Chairman of the Yuma County Board of Supervisors each Calendar Year.					
Business (Per Section 107(b)(2)(A))					
No.	Name	Affiliation & Title	Date First Appointed	Most Recent Reappointment Date	Term Expires
1	Maria Chavoya	Arizona Complete Health Community Relations Representative III, Community Affairs	08/18/2008	06/19/2023	06/30/2026
2	Jesus E. Garcia	Acacia Home Health, Inc. Administrator/Owner	09/18/2023		06/30/2026
3	Carla F. Gonzalez	Cocopah Indian Tribe Human Resources Director	08/15/2022	07/07/2025	06/30/2028
4	Karime B. Hayer	Nichime Cafe & Boutique Owner and Operator	10/21/2024		06/30/2026
5	Samuel G. Loveless	Haven of Yuma, LLC Executive Director/Administrator	09/04/2019	07/07/2025	06/30/2026
6	Sandra Navarrete	National Bank of Arizona Regional Sales Manager	06/03/2024	07/07/2025	06/30/2028
7	Wesley Splawn	4 Powers Contracting, LLC President	07/22/2024		06/30/2026
8	Salvador Machado Medina	Associated Materials, LLC Plant Controller	07/21/2025		06/30/2028
9	Antonio Zuniga	Hunter Employment Services President	10/16/2017	07/07/2025	06/30/2028
10	Laura Wisniewski	Onvida Health Yuma Medical Center Administrative Director, Human Resources	05/16/2022	06/24/2024	06/30/2027

Workforce, Not Less Than 20% (Per Section 107 (b)(2)(B))					
No.	Name	Affiliation & Title	Date First Appointed	Most Recent Reappointment Date	Term Expires
1	Brandon Culpepper	Arizona Public Service Substation Technician	11/07/2022	06/24/2024	06/30/2027
2	Michael J. Sabath	Northern Arizona University Associate Vice President, Campus Executive Officer (CEO)	02/07/2022	06/19/2023	06/30/2026
3	Karen King	Tucson Electrical Joint Apprenticeship & Training Program Training Director	02/17/2021	06/24/2024	06/30/2027
4	Frank Grijalva	International Brotherhood of Electrical (IBEW) International Representative to the IBEW President & Assigned to Arizona	11/20/2023	06/24/2024	06/30/2027
Education & Training (Per Section 107 (b)(2)(C))					
No.	Name	Affiliation & Title	Date First Appointed	Most Recent Reappointment Date	Term Expires
1	Daniel P. Corr	Arizona Western College President	09/06/2016	07/07/2025	06/30/2028
2	Jesus (Jesse) G. Figueroa	Adult Literacy Plus of Southwest of Arizona (ALPS) Program Director	07/27/2020	06/19/2023	06/30/2026
Governmental, Economic and Community Development (Per Section 107 (b)(2)(D))					
No.	Name	Affiliation & Title	Date First Appointed	Most Recent Reappointment Date	Term Expires
1	Wallin Gustin **Core Partner	ADES-Division of Employment and Rehabilitation Services Program Manager	01/03/2024		06/30/2026
2	Judith Castro **Core Partner	ADES-Rehabilitation Services Administration Vocational Rehabilitation Supervisor	06/15/2015	06/24/2024	06/30/2027

3	Gregory LaVann	Greater Economic Development Corporation CEO and President	06/05/2017	06/19/2023	06/30/2026
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AIR-14240**Consent Calendar 5.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** 1st Online Surplus Equipment Auction - March 2026**Submitted by Agency Head:** Ian McGaughey **Prepared by:** Barbara Villaneda**Department:** County Administration**Special District(s):****Strategic Priorities:** Effective Governance

Information**1. REQUESTED BOARD ACTION:**

County Administration: Action to: **a)** Declare miscellaneous County Property as surplus to County needs as listed in Exhibit A for County Administration, Engineering, Facilities Management, Health District, Information Technology Services, Legal Defender, Library District, Public Works, Sheriff's Office, Jail District, and Superior Court; **b)** Authorize auction items to be publicly auctioned online between March 13, 2026, and March 27, 2026, and; **c)** Authorize the disposal of any items that are not sold at auction pursuant to the Yuma County Purchasing Policy. *(Exhibit A is available for review from the agenda packet on the web at:*
<https://www.yumacountyaz.gov/government/board-of-supervisors/meetings> .)

2. SUMMARY:

The March 2026 auction was published in the local newspaper, Yuma Sun, from February 9, 2026, through February 12, 2026. This publication meets statutory requirements for A.R.S. §39-203 and §11-251(9).

Non-profit organizations and local municipalities have been informed of the upcoming auction, and the list will be posted on Yuma County's main web page.

3. RECOMMENDED MOTION:

Action to: **a)** Declare miscellaneous County Property as surplus to County needs as listed in Exhibit A for County Administration, Engineering, Facilities Management, Health District, Information Technology Services, Legal Defender, Library District, Public Works, Sheriff's Office, Jail District, and Superior Court;
b) Authorize auction items to be publicly auctioned online between March 13, 2026, and March 27, 2026, and;
c) Authorize the disposal of any items that are not sold at auction pursuant to the Yuma County Purchasing Policy.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)**5. COUNTY ATTORNEY:**

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/6/26

Fiscal Impact

Attachments

Notice of Surplus Property for Sale
Exhibit A

NOTICE OF SALE OF SURPLUS EQUIPMENT PROPERTY

NOTICE IS HEREBY GIVEN THAT YUMA COUNTY WILL CONDUCT THE NEXT SURPLUS EQUIPMENT AUCTION FROM MARCH 13, 2026, TO MARCH 27, 2026, VIA THE ONLINE WEBSITE OF THE PUBLIC SURPLUS AT WWW.PUBLICSURPLUS.COM.

THE WRITTEN AUCTION/BIDDING PROCEDURES ARE POSTED AT THE YUMA COUNTY ADMINISTRATION BUILDING/BOARD OF SUPERVISORS OFFICE; AND ON THE INTERNET AT [http://www.yumacountyaz.gov/government/board-of-supervisors/licenses, auctions and public notices](http://www.yumacountyaz.gov/government/board-of-supervisors/licenses_auctions_and_public_notices) A LIST OF EQUIPMENT TO BE AUCTIONED WILL BE AVAILABLE AFTER BOARD APPROVAL ON **FEBRUARY 19, 2026**. FOR MORE INFORMATION OR TO RECEIVE A COPY OF THE AUCTION LIST AND PROCEDURES, CALL THE BOARD OF SUPERVISORS' OFFICE AT (928) 373-1010.

/s/IAN McGAUGHEY, YUMA COUNTY ADMINISTRATOR
Publish The Sun: February 9, 2026 – February 12, 2026

March 2026 Surplus Equipment Auction List

Inventory No.	Title	Description	Qty	Condition	Starting Price
CA-1	Sharp MXM-654N B&W Multifunctional Printer/Scanner/Copier	As is, not working, black toner included	1	Poor	\$ 10.00
ENG-37	Kip 7100 Multifunctional Printer/Scanner/Copier	As-is, includes receiving tray and new unopened box of toner	1	Unknown	\$ 100.00
ENG-38	OCE Receiving Tray	Receiving tray	1	Unknown	\$ 25.00
ENG-39	Office Chairs	As-Is; hydraulics not working, 6 Count	1	Poor	\$ 10.00
ENG-40	Computer Speakers	As is, 3 sets	1	Unknown	\$ 5.00
ENG-41	Hole Punchers	3-hole punch, 2 Count	1	Fair	\$ 2.00
FAC-6	York Fan Coil and Condenser Units	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 40.00
FAC-7	York Fan Coil and Condenser Units	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 40.00
FAC-18	Airpac25 Pelsue Confined Space Fan	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 10.00
FAC-23	Andover continuum/Cab Access Control Cabinet Enclosure	Used, 3 Count, As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 25.00
FAC-24	Kele RET 3826 Cabinets	Pallet of 9 Count, 35.5 x 23.5 x 7, As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 50.00
FAC-25	Rack Cabinet	Blue Double 19", Detachable doors, Front measures 47 x 83 x 26.5, As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 20.00
FAC-33	AAON PKG Unit	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 50.00
FAC-47	Trane PKG Unit and GREENHECK ERV	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 40.00
FAC-49	Trane PKG Unit and GREENHECK ERV	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 40.00
FAC-54	Trane PKG Unit	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 30.00
FAC-63	Sharp MX-2651 Printer	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 150.00

March 2026 Surplus Equipment Auction List

Inventory No.	Title	Description	Qty	Condition	Starting Price
FAC-65	Dover EP07020 Elevator Parts	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 50.00
FAC-66	Trane GEVE060 Water Source Heat Pump	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 40.00
FAC-67	File Cabinets	Measuring 18.25"W x 25.25"D x 52"H, As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 10.00
FAC-71	Fujitsu Fan Coil and Condenser Units	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 30.00
FAC-72	Fujitsu Fan Coil and Condenser Units	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 30.00
FAC-73	Fujitsu Fan Coil and Condenser Units	As is, no warranty, parts missing or broken, etc.	1	Unknown	\$ 30.00
HDA-1	Desk Chair w/ arm rest	Black, As is	1	Fair	\$ 5.00
HDA-2	In/out Staff Board	As is	1	Good	\$ 1.00
HDN-1	Wood Desk Top Organizer	As is	1	Fair	\$ 1.00
HDN-2	Wood Desk	As is	1	Poor	\$ 1.00
HDN-3	Office Chair	Red, As is	1	Fair	\$ 1.00
HDN-4	Office Chair	Black leather, As is	1	Poor	\$ 1.00
HDN-5	Dry Erase Bulletin Board	White, As is	1	Good	\$ 20.00
HDN-6	Wood Foldable Desk	As is	1	Fair	\$ 5.00
HDN-7	Clear Acrylic Document Wall Hanging Sorter	As is	1	Fair	\$ 1.00
HDN-8	General Electric X-ray Lamp	As is	1	Fair	\$ 50.00
HDW-1	Bead Maze Toys	Count - 11, As is	1	Good	\$ 10.00
HDW-2	Storage Cart w/Wheels	Plastic, Four drawer, As is	1	Good	\$ 2.00
HDW-3	Storage Cart w/Wheels	Plastic, Six drawer, As is	1	Good	\$ 2.00
HDW-4	Quartet White Board	24"Hx36"W, As is	1	Good	\$ 4.00
HDW-5	Quartet Cork Board	34"Hx48"W, As is	1	Good	\$ 5.00
HDP-1	Hole Punchers	3 Count, As is	1	Good	\$ 3.00
HDP-2	Desk Organizer	Black, As is	1	Good	\$ 1.00
HDP-3	Pamphlet Holder	Blue wire material, As is	1	Good	\$ 1.00
HDP-4	Desk Organizer	Lazy Susan bottom, As is	1	Good	\$ 1.00
HDP-5	File Boxes	Green - 1 Count, Black - 1 Count, As is	1	Good	\$ 1.00
HDP-6	Magazine Racks	Various sizes, As is	1	Good	\$ 1.00

March 2026 Surplus Equipment Auction List

Inventory No.	Title	Description	Qty	Condition	Starting Price
HDP-7	Desk Organizers	File/paper organizer, As is	1	Good	\$ 1.00
HDP-8	File Holders	Wire rack, As is	1	Good	\$ 1.00
HDP-9	Desk Organizers	Pen/pencil/post-it holders, As is	1	Good	\$ 1.00
HDP-10	Vivo Work Station	Desk riser, As is	1	Excellent	\$ 2.00
HDP-11	Wall File Holder	Metal, black, As is	1	Good	\$ 2.00
HDP-12	Binders	Variety of types and sizes, As is	1	Good	\$ 2.00
HDP-13	Brother Fax Machine	As is	1	Good	\$ 5.00
HDA-3	Welch Allen Vision Tester	As is	1	Fair	\$ 2.00
HAD-4	Maico ERO Scan	As is	1	Fair	\$ 2.00
ITS Pallet-1	Desktops and Monitors	9x Dell Optiplex 5050, 1x Dell Optiplex 5040, 1x Dell Optiplex 7020, 1x Dell Optiplex 7080, 1x Dell 30in Monitor, 1x HP 22in Monitor, 2x HP 20in Monitor, 1x Acer 27in Monitor, 1x NEC 24in Monitor, 1x HP 24in Monitor, 1x Dell 24in Monitor, 1x Samsung 24in Monitor, 21 Count As is, no warranty, hard drives removed, parts missing or have issues, cables not included	1	See Description	\$ 100.00
ITS Pallet-2	Laptops, Desktops, & Monitors	7x Dell Optiplex 5060, 2x Dell Precision T5810, 5x Dell Optiplex 5070, 4x Latitude 5500, 1x Latitude E5530, 1x Latitude 5530, 1x Latitude 5510, 7x Dell 19in Monitor, 7x Dell 24in Monitor, 35 Count As is, no warranty, hard drives removed, parts missing or have issues, cables not included	1	See Description	\$ 100.00
LDO-1	Dell S2825cn Color Multifunction Printer	Needs ink	1	Excellent	\$ 140.00
LDO-2	Executive Machines eps-511x 5-sheet Crosscut Shredder	Shreds fine	1	Good	\$ 5.00
LDO-3	Latham LT5000 Document Stamp Time Clock	Clock is fine	1	Good	\$ 20.00

March 2026 Surplus Equipment Auction List

Inventory No.	Title	Description	Qty	Condition	Starting Price
LDO-4	Dell C3760dn Color Laser Printer	Unknown, comes with power cord	1	Unkown	\$ 95.00
LDO-5	Microsoft Wireless Comfort Keyboard 5050	Mouse not included	1	Unkown	\$ 5.00
LDO-6	Microsoft Wireless Keyboard 2000	Mouse not included	1	Unkown	\$ 5.00
LDO-7	Logitech Wireless keyboard K350	Mouse not included	1	Unkown	\$ 5.00
LDO-8	Logitech Wireless keyboard K520	Mouse not included	1	Unkown	\$ 5.00
LIB-01	Furniture, Various	12-rectangled Tables 1-wooden chair 1-book cart 1-grey chair 2-black chairs with arms 1-black chair without 3-chair carts As is, no warranty. Parts/items can be missing or broken	1	Poor	\$ 50.00
LIB-02	Refrigerator and Dispensers	1-feminine dispenser without key 1-feminine dispenser with key 1-paper towel dispenser with key 1-refrigerator As is, no warranty. Parts/items can be missing or broken	1	Poor	\$ 50.00
LIB-03	Furniture, Various	1-blue triangle side table 1-beige/red triangle furniture 2- small triangle wooden boxes As is, no warranty. Parts/items can be missing or broken	1	Poor	\$ 20.00
PW-1	Truck	2008 International 433 SBA Diesel Truck, Mileage: 23,850	1	Fair	\$ 500.00
PW-2	Truck	2013 Ford F-250 Super Duty Truck, Mileage: 97,777	1	Fair	\$ 500.00
PW-3	Truck	1999 Ford F0350 Super Duty Truck, Mileage: 91,196	1	Fair	\$ 500.00
PW-4	Truck	2014 Ford F-350 Super Duty Truck, Mileage: 143,234	1	Fair	\$ 500.00
PW-5	Trailer	2010 Parker Hitch Deck Trailer, 2 Axle trailer	1	Fair	\$ 500.00

March 2026 Surplus Equipment Auction List

Inventory No.	Title	Description	Qty	Condition	Starting Price
PW-6	Miscellaneous Auto Items	Obsolete parts and tools, incomplete and/or unserviceable	1	Poor	\$ 200.00
SO-1	Vulcan GT100E Steam Kettle	Industrial Sized	1	Unknown	\$ 25.00
SOJ-2	Control Panel	Control panel for lift station with a hydroranger; As is for parts	1	Unknown	\$ 25.00
SOJ-3	Lanier LD430c Copier	As is	1	Unknown	\$ 25.00
SOJ-4	Lanier MP5055 Copier	As is	1	Unknown	\$ 25.00
SOP-1	2016 Dodge Ram Truck	Mileage: 107,935, Crew cab, 4WD, V8, No battery, front and rear brakes need replacing, engine has knocking noise, Automatic transmission, no A/C, no visible leaks, still runs, interior/exterior in fair condition	1	Poor	\$ 4,000.00
SOP-2	2009 Kawasaki Teryx LE UTV	Mileage: 277 hours, 750 engine, Auto transmission, not running, no battery, missing engine parts, no keys, exterior in fair condition	1	Poor	\$ 250.00
SOP-3	2018 Ford F150 Truck	Mileage: 88,952, Crew cab, 4WD, V8, Auto transmission, No battery but runs, fair condition, has spare tire	1	Fair	\$ 5,000.00
SOP-4	2013 International Semi Truck	Mileage: TB, Unknown transmission, Diesel engine (bad), Not running, missing engine parts, exterior in fair condition	1	Poor	\$ 5,000.00
SOP-5	2014 Ford F150 Truck	Mileage: 129,364, Super crew, 4WD, V8, Auto transmission, Dead battery but runs, fair condition	1	Fair	\$ 3,000.00
SOP-6	2019 Ford F150 Truck	Mileage: 94,509, V8, Auto transmission, Dead battery but runs, Fair condition	1	Fair	\$ 5,000.00
SOP-7	2018 Ford F150 Truck	Mileage: 100,501, Crew cab, 4WD, V8, Runs, Auto transmission, Fair condition	1	Fair	\$ 5,000.00
SOP-8	2015 Dodge Ram Truck	Mileage: 95,780, Crew cab, 4WD, V8, Dead battery but runs, fair condition	1	Fair	\$ 4,000.00

March 2026 Surplus Equipment Auction List

Inventory No.	Title	Description	Qty	Condition	Starting Price
SOP-9	2016 Ford Expedition EL SUV	Mileage: 86,788, V8, Auto transmission, bad engine, does not run	1	Poor	\$ 2,000.00
SOP-10	2014 Ford F150 Truck	Mileage: 99,734, Crew cab, 4WD, V8, Auto transmission, Dead battery but runs, Fair condition	1	Fair	\$ 3,000.00
SOP-11	2020 Ford F150 Truck	Mileage: 85,341, Crew cab, 4WD, V8, Auto transmission, Bad engine but runs, Consumes oil, Exterior in fair condition	1	Fair	\$ 5,000.00
SOP-12	2020 Ford F150 Truck	Mileage: 87,923, Crew cab, 4WD, V8, Auto transmission, Bad engine but runs, Consumes oil, Exterior in fair condition	1	Fair	\$ 5,000.00
SOP-13	2018 Dodge Ram Truck	Mileage: 94,479, Crew cab, 4WD, V8, Auto transmission, Dead battery but runs, Fair condition	1	Fair	\$ 4,000.00
SOP-14	2018 Dodge 1500Truck	Mileage: 95,430, Crew cab, 4WD, V8, Auto transmission, Dead battery but runs, Fair condition	1	Fair	\$ 4,000.00
SOP-15	2016 Dodge Ram Truck	Mileage: 111,860, Crew cab, 4WD, V8, Auto Transmission, Dead battery but runs, Fair Condition	1	Fair	\$ 2,000.00
SC-1	Pallet of Courtroom AV Equipment	As is, No Warranty. Various Components of AV systems, including mixers, cameras, cables, microphones, Polycoms, etc.	1	Good	\$ 25.00
SC-2	Pallet of Courtroom AV Equipment	As is, No Warranty. Various Components of AV systems, including mixers, cameras, cables, microphones, Polycoms, etc.	1	Good	\$ 25.00
SC-3	Pallet of Courtroom AV Equipment	As is, No Warranty. Various Components of AV systems, including mixers, cameras, cables, microphones, Polycoms, etc.	1	Good	\$ 25.00

March 2026 Surplus Equipment Auction List

Inventory No.	Title	Description	Qty	Condition	Starting Price
SC-4	Pallet of Courtroom AV Equipment	As is, No Warranty. Various Components of AV systems, including mixers, cameras, cables, microphones, Polycoms, etc.	1	Good	\$ 25.00
SC-5	Pallet of Courtroom AV Equipment	As is, No Warranty. Various Components of AV systems, including mixers, cameras, cables, microphones, Polycoms, etc.	1	Good	\$ 25.00
SC-6	Pallet of Courtroom AV Equipment	As is, No Warranty. Various Components of AV systems, including mixers, cameras, cables, microphones, Polycoms, etc.	1	Good	\$ 25.00
YCSO-1	Desktops	Dell OptiPlex Desktops, Models: 7010, 5040, 5060, 5070, 5080, 5-7 years old, 15 Count As is, no warranty; no hard drives, keyboards, or monitors; parts missing; some units may be missin RAM	1	Poor	\$ 20.00
YCSO-2	Wireless Access Points	Fortinet Wireless Access Points, Models FAP-221 & FAP-321, 8-10 years old, 30 Count As is, no warranty; mounting brackets may be missing; units powered on when removed	1	Fair	\$ 50.00
YCSO-3	Firewalls	Juniper Firewall x12, Fortinet Firewall x2, Cisco Firewall x1, Models: SSG5, SRX220, SRX210, J2320, SSG5, SSG550, SSG140, ASA5505, MAG2600, FORIGATE500D, FORTIAGE140D, 10-15 years old, 14 Count As is, no warranty; mounting brackets may be missing; units powered on when removed	1	Fair	\$ 25.00

March 2026 Surplus Equipment Auction List

Inventory No.	Title	Description	Qty	Condition	Starting Price
YCSO-4	Network Switches	Juniper Network Switches x4, Nortel Network Switches x16, HP Network Switches x5, Models: EX220, EX4200, 5520, 470, 325, 2920, 15-20 years old, 25 Count As is, no warranty; mounting brackets may be missing; units powered on when removed	1	Poor	\$ 10.00
YCSO-5	Server & Storage	2017 Dell PowerEdge Servers x3 & 1 Dell Storage Appliance, 4 Count As is, no warranty; hard drives removed; brackets missing; units worked when removed	1	Fair	\$ 40.00

AIR-14256**Consent Calendar 6.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** Change Order No. 3 with eX2 Technology, LLC for the Wireless Physical Infrastructure Installation Project**Prepared by:** Joshua Scott**Department:** County Administration**Special District(s):****Strategic Priorities:** Effective Governance

Information**1. REQUESTED BOARD ACTION:**

County Administration: Approve and authorize the County Administrator, or their designee, to sign Change Order No. 3 in the amount of \$93,172.27 to eX2 Technology, LLC for the Wireless Physical Infrastructure Installation project (CIP No. 2.2311).

2. SUMMARY:

At the December 2, 2024 Board meeting, the Board of Supervisors (Board) awarded a contract to eX2 Technology, LLC (eX2) in the amount of \$3,775,135.00 for wireless physical structure installation. The County and eX2 executed the contract on December 19, 2024. The Board later approved a First Amendment increasing the contract by \$1,684,849.45, for a revised total of \$5,459,984.45.

On November 4, 2025, the County and eX2 executed Change Order No. 1 to remove items determined to be unnecessary from eX2's scope of work, including radio cabinets, fiber splicing into radio cabinets, and Federal Aviation Administration notifications. This change order decreased the contract by \$476,145.26, resulting in a revised total of \$4,983,839.19.

During coordination with project stakeholders, it was determined the monopole design included in the bid was not adequate to support the anticipated technologies. A redesign was completed to provide more structurally robust monopoles and foundations. It was also determined that ALLO Arizona, LLC (the County's middle-mile broadband network contractor) could perform the associated fiber work more cost effectively. Due to increased tower and foundation costs, the number of towers was reduced to remain within the appropriated budget.

As a result, on January 6, 2026, the County and eX2 executed Change Order No. 2 to account for tower and foundation cost increases, added project management associated with the redesign, and the removal of fiber work and construction of 12 towers from eX2's scope. Change Order No. 2 increased the contract by \$99,701.62, resulting in a revised total of \$5,083,540.81.

After execution of Change Order No. 2, calculation errors were identified, including

duplicate credits for removed fiber work and a credit for power costs that were outside eX2's scope for the 12 towers not being constructed. Change Order No. 3 corrects these errors and increases the contract by \$93,172.27, for a revised total of \$5,176,713.08.

Although Change Order No. 3 is below the \$100,000 threshold requiring Board approval, it is being presented to the Board because, absent the errors in Change Order No. 2, the adjustment would have been \$192,873.89. Approval of Change Order No. 3 will correct the errors and allow eX2 to proceed with the contracted work.

3. RECOMMENDED MOTION:

Approve and authorize the County Administrator, or their designee, to sign Change Order No. 3 in the amount of \$93,172.27 to eX2 Technology, LLC for the Wireless Physical Infrastructure Installation project (CIP No. 2.2311).

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration. L.Gomez 02/09/26

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 02.10.2026.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/10/26

Fiscal Impact

General Ledger Fund Name:

Project #:

Funds Available Y / N:

Grants/Projects - Title:

Award #:

Account #: 02351.09.9500.45510

Fiscal Impact/Budget Amendment Resolution No.:

Attachments

Change Order No. 3



YUMA COUNTY, ARIZONA
County Administration
 197 S MAIN STREET, SUITE 301, YUMA, ARIZONA 85364
 PHONE: (928) 373-1010

SUPPLEMENTAL AGREEMENT

Change Order No. 3

Project Name: Wireless Physical Infrastructure Installation CIP No. 2.2311
 Project Location: Yuma County, Arizona
 Contractor: eX2 Technology, LLC

PURPOSE, DESCRIPTION AND COMPENSATION

PURPOSE: This Change Order corrects errors in Change Order No. 2 that were found subsequent to its execution. The errors included double credit (decreases) for fiber work removed from a number of towers as well as credit (decrease) for power to the towers, which is a direct County expense and not part of eX2 Technology's scope of work.

- 1) To **Increase** Tower 11 price by a lump sum (LS) of \$9,258.30
- 2) To **Increase** Tower 12 price by a lump sum (LS) of \$9,082.41
- 3) To **Increase** Tower 13 price by a lump sum (LS) of \$6,359.92
- 4) To **Increase** Tower 14 price by a lump sum (LS) of \$6,383.24
- 5) To **Increase** Tower 15 price by a lump sum (LS) of \$6,446.35
- 6) To **Increase** Tower 22 price by a lump sum (LS) of \$7,090.99
- 7) To **Increase** Tower 23 price by a lump sum (LS) of \$6,428.48
- 8) To **Increase** Tower 24 price by a lump sum (LS) of \$6,337.38
- 9) To **Increase** Tower 25 price by a lump sum (LS) of \$9,786.91
- 10) To **Increase** Tower 26 price by a lump sum (LS) of \$6,347.16
- 11) To **Increase** Tower 27 price by a lump sum (LS) of \$7,342.97
- 12) To **Increase** Tower 33 price by a lump sum (LS) of \$12,308.16

DESCRIPTION:

- 1) Add: account for double credit for fiber and accessories at \$2,503.26; account for double credit for fiber installation at \$491.40; account for erroneous credit for power (outside of scope) at \$6,263.64.
- 2) Add: account for double credit for fiber and accessories at \$2,351.43; account for double credit for fiber installation at \$332.64; account for erroneous credit for power (outside of scope) at \$6,398.34
- 3) Add: account for erroneous credit for power (outside of scope) at \$6,359.92
- 4) Add: account for erroneous credit for power (outside of scope) at \$6,383.24
- 5) Add: account for erroneous credit for power (outside of scope) at \$6,446.35
- 6) Add: account for erroneous credit for power (outside of scope) at \$7,090.99
- 7) Add: account for erroneous credit for power (outside of scope) at \$6,428.48
- 8) Add: account for erroneous credit for power (outside of scope) at \$6,337.38.
- 9) Add: account for double credit for fiber and accessories at \$2,791.81; account for double credit for fiber installation at \$657.72; account for erroneous credit for power (outside of scope) at \$6,337.38.
- 10) Add: account for erroneous credit for power (outside of scope) at \$6,347.16.
- 11) Add: account for erroneous credit for power (outside of scope) at \$7,342.97.
- 12) Add: account for double credit for fiber and accessories at \$5,612.33; account for double credit for fiber installation at \$249.48; account for erroneous credit for power (outside of scope) at \$6,446.35.

COST ANALYSIS:

Item No.	Previous Contract Price	Description	Qty	Unit	Unit Price	Amount	New Contract Price
Tower 11	\$58,339.48	Fiber & Accessories Credit	1	LS	\$2,503.26	\$2,503.26	\$67,597.78
		Fiber Installation Credit	1	LS	\$491.40	\$491.40	
		Erroneous Power Credit	1	LS	\$6,263.64	\$6,263.64	
		Subtotal				\$9,258.30	
Tower 12	\$58,401.06	Fiber & Accessories Credit	1	LS	\$2,351.43	\$2,351.43	\$67,483.47
		Fiber Installation Credit	1	LS	\$332.64	\$332.64	
		Erroneous Power Credit	1	LS	\$6,398.34	\$6,398.34	
		Subtotal				\$9,082.41	
Tower 13	\$59,719.57	Fiber & Accessories Credit	0	LS		\$0.00	\$66,079.49
		Fiber Installation Credit	0	LS		\$0.00	
		Erroneous Power Credit	1	LS	\$6,359.92	\$6,359.92	
		Subtotal				\$6,359.92	
Tower 14	\$59,670.37	Fiber & Accessories Credit	0	LS		\$0.00	\$66,053.61
		Fiber Installation Credit	0	LS		\$0.00	
		Erroneous Power Credit	1	LS	\$6,383.24	\$6,383.24	
		Subtotal				\$6,383.24	
Tower 15	\$59,659.72	Fiber & Accessories Credit	0	LS		\$0.00	\$66,106.07
		Fiber Installation Credit	0	LS		\$0.00	
		Erroneous Power Credit	1	LS	\$6,446.35	\$6,446.35	
		Subtotal				\$6,446.35	
Tower 22	\$67,608.13	Fiber & Accessories Credit	0	LS		\$0.00	\$74,699.12
		Fiber Installation Credit	0	LS		\$0.00	
		Erroneous Power Credit	1	LS	\$7,090.99	\$7,090.99	
		Subtotal				\$7,090.99	
Tower 23	\$59,672.33	Fiber & Accessories Credit	0	LS		\$0.00	\$66,100.81
		Fiber Installation Credit	0	LS		\$0.00	
		Erroneous Power Credit	1	LS	\$6,428.48	\$6,428.48	
		Subtotal				\$6,428.48	
Tower 24	\$59,817.95	Fiber & Accessories Credit	0	LS		\$0.00	\$66,155.33
		Fiber Installation Credit	0	LS		\$0.00	
		Erroneous Power Credit	1	LS	\$6,337.38	\$6,337.38	
		Subtotal				\$6,337.38	

Item No.	Previous Contract Price	Description	Qty	Unit	Unit Price	Amount	New Contract Price
Tower 25	\$58,274.61	Fiber & Accessories Credit	1	LS	\$2,791.81	\$2,791.81	\$68,061.52
		Fiber Installation Credit	1	LS	\$657.72	\$657.72	
		Erroneous Power Credit	1	LS	\$6,337.38	\$6,337.38	
		Subtotal				\$9,786.91	
Tower 26	\$60,441.76	Fiber & Accessories Credit	0	LS		\$0.00	\$66,788.92
		Fiber Installation Credit	0	LS		\$0.00	
		Erroneous Power Credit	1	LS	\$6,347.16	\$6,347.16	
		Subtotal				\$6,347.16	
Tower 27	\$58,958.98	Fiber & Accessories Credit	0	LS		\$0.00	\$66,301.95
		Fiber Installation Credit	0	LS		\$0.00	
		Erroneous Power Credit	1	LS	\$7,342.97	\$7,342.97	
		Subtotal				\$7,342.97	
Tower 33	\$58,264.90	Fiber & Accessories Credit	1	LS	\$5,612.33	\$5,612.33	\$70,573.06
		Fiber Installation Credit	1	LS	\$249.48	\$249.48	
		Erroneous Power Credit	1	LS	\$6,446.35	\$6,446.35	
		Subtotal				\$12,308.16	

The previous total contract amount was..... \$5,083,540.81
The total contract amount will be **increased** by this change order in the amount of... **\$93,172.27**
The new total contract amount including this change order will be..... \$5,176,713.08

The contract time (Calendar Days) will be increased by..... 0 Days

Yuma County**CONTRACTOR**

Date Approved: _____

Date Approved: _____

By: _____
Ian McGaughey, County Administrator

Signature _____

Name/Title _____

For Valuable Consideration, it is mutually agreed that the matter detailed above shall be done and payment made as shown herein for a Supplemental Agreement Change Order, all in accordance with the terms of the contract.

CC: Diana Veloz, Community Planning Administrative Director
Project File

Change Order No. 3 Backup Documentation



February 2, 2026

Joshua M. Scott, P.E.
Deputy County Administrator
198 S. Main Street
Yuma, AZ 85364

Dear Mr. Scott:

eX² Technology LLC provides the following proposal and information for Change Order 3 to correct the errors associated with Change Order 2 executed on January 6, 2026.

Scope of Work:

This proposal reflects the correction of errors made in Change Order 2 to the credits associated with the fiber scope of work and the direct to County power fees for the 12 sites not being constructed as explained below:

- The credit for Fiber & Accessory and Fiber Installation line items has been removed because these fiber credits were counted twice in Change Order 2 – both in the individual site and in the lump sum fiber credit given to the entire project.
- The credit for Direct Power cost by county was removed because this scope and its cost is not part of the eX2 contractual scope and should not have been included in the credit for sites not being constructed.

Pricing:

The Per Tower Site pricing reflects the removal of the Fiber & Accessory, Fiber Installation, and Direct to County power credits are on **Attachment 1**. The total amount requested in this Change Order Request 3, to correct the errors in Change Order 2, is: **\$93,172.27**

For inquiries, please contact Mike Wilson, mwilson@ex2technology.com.

Sincerely,

Signer ID: THAAEDS15...

Jay Jorgenson
Chief Operating Officer

Fiber and Power Credits Removed

Description	Quantity	UM	Unit Rate	Total
Fiber & Accessory Credit	-1	LS	(\$2,503.26)	
Fiber Installation Credit	-1	LS	(\$491.40)	
Direct Power Credit	-1	LS	(\$6,263.64)	
Tower 11 Credit Removed	1	LS		\$9,258.30
Fiber & Accessory Credit	-1	LS	(\$2,351.43)	
Fiber Installation Credit	-1	LS	(\$332.64)	
Direct Power Credit	-1	LS	(\$6,398.34)	
Tower 12 Credit Removed	1	LS		\$9,082.41
Fiber & Accessory Credit				
Fiber Installation Credit				
Direct Power Credit	-1	LS	(\$6,359.92)	
Tower 13 Credit Removed	1	LS		\$6,359.92
Fiber & Accessory Credit				
Fiber Installation Credit				
Direct Power Credit	-1	LS	(\$6,383.24)	
Tower 14 Credit Removed	1	LS		\$6,383.24
Fiber & Accessory Credit				
Fiber Installation Credit				
Direct Power Credit	-1	LS	(\$6,446.35)	
Tower 15 Credit Removed	1	LS		\$6,446.35
Fiber & Accessory Credit				
Fiber Installation Credit				
Direct Power Credit	-1	LS	(\$7,090.99)	
Tower 22 Credit Removed	1	LS		\$7,090.99
Fiber & Accessory Credit				
Fiber Installation Credit				
Direct Power Credit	-1	LS	(\$6,428.48)	
Tower 23 Credit Removed	1	LS		\$6,428.48
Fiber & Accessory Credit				
Fiber Installation Credit				
Direct Power Credit	-1	LS	(\$6,337.38)	
Tower 24 Credit Removed	1	LS		\$6,337.38
Fiber & Accessory Credit	-1	LS	(\$2,791.81)	
Fiber Installation Credit	-1	LS	(\$657.72)	
Direct Power Credit	-1	LS	(\$6,337.38)	
Tower 25 Credit Removed	1	LS		\$9,786.91
Fiber & Accessory Credit				
Fiber Installation Credit				

<i>Direct Power Credit</i>	-1	LS	(\$6,347.16)	
Tower 26 Credit Removed	1	LS		\$6,347.16
<i>Fiber & Accessory Credit</i>				
<i>Fiber Installation Credit</i>				
<i>Direct Power Credit</i>	-1	LS	(\$7,342.97)	
Tower 27 Credit Removed	1	LS		\$7,342.97
<i>Fiber & Accessory Credit</i>	-1	LS	(\$5,612.33)	
<i>Fiber Installation Credit</i>	-1	LS	(\$249.48)	
<i>Direct Power Credit</i>	-1	LS	(\$6,446.35)	
Tower 33 Credit Removed	1	LS		\$12,308.16
Total Change Order Amount Requested				\$93,172.27

AIR-14172**Consent Calendar 7.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** Award of Employee Benefits Bundled Medical Program Contract to Blue Cross Blue Shield of Arizona for the Yuma County Employee Benefit Trust (YCEBT)**Submitted by Agency Head:** Jessica Rodriguez **Prepared by:** Karla Vazquez**Department:** Human Resources**Special District(s):****Strategic Priorities:** Exceptional Customer Service
Operational Excellence**Information****1. REQUESTED BOARD ACTION:**

Human Resources: **a)** Award the bid for Employee Benefits Bundled Medical Program (AZ/US Network, Mexico PPO Network, Medical Management, Stop Loss, HSA Administration) with Integrated Pharmacy Benefit Management to Blue Cross Blue Shield of Arizona for the Yuma County Employee Benefit Trust (YCEBT), effective July 01, 2026, with four (4) renewable terms per five (5) year pricing; and, **b)** Authorize the Chief Human Resources Officer, or their designee, to sign all necessary documents for the Employee Benefits Program, contingent upon review by legal counsel.

2. SUMMARY:

With rising health care costs and in support of the Yuma County Employee Benefits Trust (YCEBT), staff issued a Request for Proposals (RFP) for the Employee Benefits Medical Program, including Network Services, Medical Management, Third-Party Administrative Services, Wellness, Stop-Loss Coverage, HSA Administration, and the Mexico PPO Network.

The RFP was issued on September 25, 2025, with proposals due by October 23, 2025. Bids were opened on October 24, 2025. On December 19, 2025, a committee of five (5) members convened to review and evaluate proposals received from Blue Cross Blue Shield of Arizona (PPO), Aetna Health Insurance, and Express Scripts (pharmacy services only). Segal facilitated the evaluation meeting and provided comparative materials and detailed explanations of each proposal. Following the evaluation, staff recommended requesting a Best and Final Offer (BAFO) from Blue Cross Blue Shield of Arizona, including a five-year rate guarantee.

After analyzing extensive data and proposals, and with a focus on cost containment, the best interests of the Trust and its employees, minimizing disruption, and enhancing employee benefits, the evaluation committee, staff, and the Yuma County Employee Benefits Trust (YCEBT) recommend approval and award of this RFP.

3. RECOMMENDED MOTION:

- a)** Award the bid for Employee Benefits Bundled Medical Program (AZ/US Network, Mexico PPO Network, Medical Management, Stop Loss, HSA Administration) with Integrated Pharmacy Benefit Management to Blue Cross Blue Shield of Arizona for the Yuma County Employee Benefit Trust (YCEBT), effective July 01, 2026, with four (4) renewable terms per five (5) year pricing; and,
- b)** Authorize the Chief Human Resources Officer, or their designee, to sign all necessary documents for the Employee Benefits Program, contingent upon review by legal counsel.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration. L.Gomez 02/09/26

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 02.09.2026.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/9/26

Fiscal Impact**Attachments**

YCEBT BAFO

RFP Final Results



Yuma County Employee Benefits Trust

Medical, Mexico Network & PBM Request for Proposal (RFP)- Best and Final Offer

Effective July 1, 2026

February 19, 2026 / Jessica Rodriguez



Financial Summary

- On behalf of Yuma County Employee Benefits Trust (YCEBT), Segal solicited BAFO proposals from BCBSAZ to provide medical administration benefits for an effective date of July 1, 2026, for the commercial plan. This report provides an update to the financial proposal(s) and contractual terms from the finalist(s).
- For Year One - combining all of the bundled services: Medical Administration, Stop Loss and HSA, the BAFO response results in a 4.1% decrease from the current rates.

	Current (BCBSAZ)	BCBSAZ	BCBSAZ - BAFO
Base Administrative Fee	\$598,800	\$591,600	\$591,600
Stop Loss (Current Contract)	\$2,633,300	\$2,985,900	\$2,509,000
HSA	\$8,260	\$6,890	\$8,260
Total Yearly Fee	\$3,240,360	\$3,584,390	\$3,108,860
\$\$ Difference		\$344,030	(\$131,500)
% Difference		10.6%	-4.1%

Pricing - Year One

- During the BAFO process, the medical administrative fees did not change.

Year 1	Current (BCBSAZ)	BCBSAZ	BCBSAZ - BAFO
Medical Administration Fee ⁽¹⁾	\$43.20	\$40.25	\$40.25
Full Claims Fiduciary	\$0.00	\$1.25	\$1.25
24-hour Nurseline	\$0.00	\$0.75	\$0.75
Maternity	\$0.00	\$0.00	\$0.00
Telehealth	\$0.00	\$0.50	\$0.50
Total PEPM	\$43.20	\$42.75	\$42.75
Total Monthly Fee ⁽²⁾	\$49,900	\$49,300	\$49,300
Total Yearly Fee⁽²⁾	\$598,800	\$591,600	\$591,600
\$\$ Difference from current		(\$7,200)	(\$7,200)
% Difference from current		-1.2%	-1.2%

¹Network access, underwriting, reporting, utilization review, disease management (diabetes, asthma, CAD, CHF, COPD, arthritis, depression, and low back pain), lifestyle management, online health risk assessment, ID cards, SBC, creation of plan document, and printing/mailling benefit booklets is included in the based medical administrative fee

²Monthly and Yearly fees based on 1,154 employees

Stop Loss

- For the Stop Loss Coverage, two options for the individual specific deductible and one option for the aggregating corridor were sent out for the BAFO responses:
 - Individual Specific Deductible:
 - \$150,000 (Current Contract)
 - \$200,000
 - Aggregating % Corridor
 - 125% Corridor (Current Contract)
- Below are the pricing options:
- At the current stop loss level, the stop loss rates have come in 4.7% lower than the current rates

	\$150,000 Deductible	\$150,000 Deductible		\$200,000 Deductible	
	Current (BCBSAZ)	BCBSAZ	BCBSAZ - BAFO	BCBSAZ	BCBSAZ - BAFO
Employee Only Premium Rate	\$113.29	\$128.35	\$107.62	\$106.74	\$88.88
Employee + Family Premium Rate	\$283.76	\$321.48	\$269.56	\$267.35	\$222.62
Total Specific Annual Premium	\$2,593,700	\$2,938,500	\$2,463,900	\$2,443,700	\$2,034,900
\$\$ Difference from Current		\$344,800	(\$129,800)	(\$150,000)	(\$558,800)
% Difference from Current		13.3%	-5.0%	-5.8%	-21.5%
	125% Corridor	125% Corridor		125% Corridor	
Employee Only Premium Rate	\$1.73	\$2.07	\$1.97	\$1.59	\$1.51
Employee & Family	\$4.33	\$5.18	\$4.93	\$3.98	\$3.78
Total Aggregate Annual Premium	\$39,600	\$47,400	\$45,100	\$36,400	\$34,600
Total Annual Premium	\$2,633,300	\$2,985,900	\$2,509,000	\$2,480,100	\$2,069,500
\$\$ Difference from Current		\$352,600	(\$124,300)	(\$153,200)	(\$563,800)
% Difference from Current		13.4%	-4.7%	-5.8%	-21.4%

Total Stop Loss Costs

- Segal has compared the additional costs of increasing the deductible from \$150,000 to \$200,000
- Assumptions:
 - Claims over \$50,000 incurred during FY2025 and YTD FY2026
 - Claims were then trended forward to FY2027 using 9.3% for Medical and 11.0% for Pharmacy
- Below is a table that summarizes the total cost associated with each deductible:

	Current Levels	\$150,000 Deductible	\$200,000 Deductible
Premium	\$2,633,300	\$2,509,000	\$2,069,500
Additional Claims	\$0	\$0	\$733,000
Total Cost	\$2,633,300	\$2,509,000	\$2,802,500
Net (Savings)/Cost		(\$124,300)	\$169,200

- During the BAFO process, the County requested the BCBSAZ provide the rate with their current HSA vendor Health Equity
 - Fees are guaranteed for 5 years

	Current (Health Equity)	BCBSAZ BAFO – Accrue Health	BCBSAZ BAFO – Health Equity
Administrative Fee	\$2.70	\$2.25	\$2.70
Annualized Year One Fees⁽¹⁾	\$8,260	\$6,890	\$8,260
\$\$ Difference		(\$1,370)	\$0
% Difference		-16.7%	0.0%

¹Annualized fees based on 255 participants

Total Administrative Fees – One Year

YCBOS PACKET: Regular Session: February 19, 2026

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- For Year One - combining all of the bundled services: Medical Administration, Stop Loss, HSA, and PBM Administration, the BAFO response results in a **2.0%** decrease from the current rates.

	Current (BCBSAZ)	BCBSAZ	BCBSAZ - BAFO
Medical Base Administrative Fee	\$598,800	\$591,600	\$591,600
Stop Loss (Current Contract)	\$2,633,300	\$2,985,900	\$2,509,000
HSA	\$8,260	\$6,890	\$8,260
PBM Administrative Fee ⁽¹⁾	\$33,500	\$98,600	\$98,600
Total Yearly Fee	\$3,273,860	\$3,682,990	\$3,207,460
\$\$ Difference		\$409,130	(\$66,400)
% Difference		12.5%	-2.0%

¹The administrative fee only includes the base administrative fee and base clinical program fee. This does not include any fees for any additional programs.

- Note – Total spend on PBM Admin Fee's
- 06/30/2025 - 121,256.08
- 06/30/2024 - 133,013.25

Total Administrative Fees – Five Years

- The five-year total administrative fees for the bundled services (Medical Administration, Stop Loss, HSA, and PBM Administration) reflects a **2.5%** decrease from the current rates based on the BAFO response.
 - Stop-loss fees are projected to increase 15% per year.

	Current (BCBSAZ)	BCBSAZ	BCBSAZ - BAFO
Medical Base Administrative Fee	\$2,994,000	\$2,960,000	\$2,960,000
Stop Loss (Current Contract)	\$17,754,713	\$20,131,795	\$16,916,526
HSA	\$41,300	\$34,450	\$41,300
PBM Administrative Fee ⁽¹⁾	\$167,500	\$506,000	\$506,000
Total Yearly Fee	\$20,957,513	\$23,632,245	\$20,423,826
\$\$ Difference		\$2,674,732	(\$533,686)
% Difference		12.8%	-2.5%

¹The administrative fee only includes the base administrative fee and base clinical program fee. This does not include any fees for any additional programs.

- Note – Total spend on PBM Admin Fee's
- 06/30/2025 - 121,256.08
- 06/30/2024 - 133,013.25

- This document has been prepared for the exclusive use and benefit of the Yuma County Employee Benefits Trust, based upon information provided by you and your other service providers or otherwise made available to Segal at the time this document was created. Segal makes no representation or warranty as to the accuracy of any forward-looking statements and does not guarantee any particular outcome or result. Except as required by law or required for the Client's proper administration, this document should not be copied, reproduced, or shared with other parties without Segal's consent and, in such instances, should only be shared in its entirety. This document does not constitute legal, tax or investment advice or create or imply a fiduciary relationship. You are encouraged to discuss any issues raised with your legal, tax and other advisors before taking, or refraining from taking, any action.
- This document was prepared as part of a presentation made to Yuma County Employee Benefits Trust on January 13, 2026 and is not complete without the remainder of presentation. Except as may be required by law, this document should not be shared, copied or quoted, in whole or in part, without the consent of Segal
- This bid analysis report is for the sole use of the plan sponsor and its authorized representatives involved in the competitive bid. Some material provided by the bidders may be deemed proprietary and confidential to the bidder and may not be disclosed or shared with any third parties other than the authorized employees, directors and/or Trustees of the plan sponsor, unless required by public disclosure laws or other legal requirements. Note that when discounts are applied in conjunction with a disruption analysis, it is important to verify whether a doctor or facility will be paid in-network for services rendered and not simply part of the network for some services.
- This analysis is intended solely for the use in evaluating RFP submissions; it does not represent a financial projection for budgetary use, nor should the projected savings shown be assumed as the District savings.



YUMA COUNTY
EMPLOYEE BENEFIT TRUST
2026-2027 RFP Summary Results



| Agenda

Overall Objectives

Medical Evaluation

Pharmacy Evaluation

Final Determination

Yuma County (County) was seeking the following services through the RFP for 2026-2027 plan year:

- Medical Plan Administration
- Integrated US and Mexico Network Access
- Integrated Utilization Management, Disease Management and Case Management
- Integrated Stop Loss
- Integrated HSA Administration

The County also requested Pharmacy Benefit Management but requested both integrated and non-integrated bidders.

Three vendors bid – Aetna/CVS, BCBSAZ/Optum, ESI (pharmacy only bid).

The integrated approach was requested to allow members to fully utilize their benefits both within the United States and across the border in Mexico. Previously, while the County was contracted with a Mexico insurance vendor, members within the High-Deductible plan could not participate in that benefit.

Initial Evaluation from Segal

Bidder	Aetna/CVS	BCBSAZ/Optum Rx	ESI
Method of Approach (150 Points)	TBD	TBD	TBD
Technical Proposal Score (200 Points)	200	192	DNB
Financial Proposal Score (150 Points)	150	120	DNB

Discussion and final ranking

- While the initial administrative fees favored Aetna, there was only \$1,000 difference in monthly fees.
- The stop loss fees also favored Aetna, although the rates provided were not firm.
- During evaluation it was discussed and verified that BCBSAZ was contracted with Exceptional Health, a provider in Yuma, and Aetna was not. This is a highly utilized provider, and out-of-network costs were very high.
- During evaluation it was discussed and verified that BCBSAZ could integrate the Mexico network into the benefits and claims on the High-Deductible plan. Aetna verified that their plan would be outside the High-Deductible plan and would need to be paid at no member responsibility.
- Based on these determinations and the goals for the RFP, a Best-and-Final request was sent to BCBSAZ.

Initial Evaluation from Segal

Bidder	Aetna/CVS	BCBSAZ/Optum Rx	ESI
Method of Approach (125 Points)	TBD	TBD	TBD
Technical Proposal Score (175 Points)	173.2	173.6	175.0
Financial Proposal Score (200 Points)	152.1	191.0	200.0

Discussion

- CVS provided conflicting information regarding participation in a coalition and fees paid to the coalition. Until further clarification could be obtained, the additional fees were not considered in the evaluation.
- ESI's rebate guarantees are based on election of ESI's SaveOnSP program and if it is not elected, rebate guarantees may change, which will impact the financial analysis included in the report.
- Optum had the lowest ingredient and dispensing cost and provided an all-in administrative rate.

Final ranking based on final discussion:

Optum
ESI
CVS

After a thorough evaluation, the County team chose BCBSAZ because the vendor could fulfill the integrated approach the County desired to provide for its employees. While claims will always fluctuate, contracting with guaranteed five-year administrative fees assures some financial stability for the Trust.

Method of Approach was evaluated qualitatively through discussion and confirmation of capabilities. Numeric scoring was not assigned, as the evaluation focused on the proposer's ability to fully meet all required elements of the RFP. One vendor demonstrated full alignment with all requested services.

AIR-14261**Consent Calendar 8.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** Authorize Purchase: Renewal of Oracle Cloud Licenses**Prepared by:** Laritza Norzagaray**Department:** Information Technology Services**Special District(s):****Strategic Priorities:** Operational Excellence

Information**1. REQUESTED BOARD ACTION:**

Information Technology Services: Authorize the County Administrator, or their designee, to renew Oracle licensing through DLT Solutions, LLC (OMNIA contract #180233-001) in the total amount of \$383,646.93 (DLT Quote# 5341087), subject to legal review.

2. SUMMARY:

Yuma County's Oracle Fusion HCM (Human Capital Management) and ERP (Enterprise Resource Planning) software licenses are set to expire on February 28, 2026. These licenses are critical for Yuma County's human resources and financial operations, providing access to systems that manage payroll, employee benefits, financial reporting, budgeting, procurement and other essential functions.

The renewal of these licenses will ensure continued access to Oracle systems, updates, patches, and vendor support, which are essential to maintaining Yuma County's daily financial and HR processes. DLT Solutions, LLC has an active contract with OMNIA Partners (expires Nov. 30, 2028), a cooperative purchasing organization that streamlines procurement for government entities by ensuring favorable terms and compliance with public procurement standards.

The Oracle Fusion HCM and ERP licensing purchase for a 12-month term was previously approved by the Board of Supervisors at the December 15, 2025 meeting. However, to better align with the County's fiscal year, a 16-month term has been renegotiated with DLT Solutions LLC, which will replace the previous approval by the Board of Supervisors. The total cost for the Oracle license renewal is \$383,646.93 and is valid for 16 months (3/1/2026–6/30/2027).

3. RECOMMENDED MOTION:

Authorize the County Administrator, or their designee, to renew Oracle licensing through DLT Solutions, LLC (OMNIA contract # 180233-001) in the total amount of \$383,646.93 (DLT Quote# 5341087), subject to legal review.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration. L.Gomez 02/09/26.

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 02.10.2026.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/10/26

Fiscal Impact

General Ledger Fund Name:

Project #:

Funds Available Y / N:

Grants/Projects - Title:

Award #:

Account #: 00100.01.2500.46120

Fiscal Impact/Budget Amendment Resolution No.:

Attachments

DLT OMNIA Contract

DLT Quote

SERIAL 180233-RFP ORACLE PRODUCTS AND SERVICES
Contract - DLT Solutions LLC

DATE OF LAST REVISION: July 26, 2024

CONTRACT END DATE: November 30, 2028

CONTRACT PERIOD THROUGH NOVEMBER 30, ~~2023~~ 2028

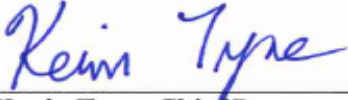
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ORACLE PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 12, 2018**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/mm

Attach

Copy to: Office of Procurement Services
James Foley, OPS

(Please remove Serial 13120-RFP from your contract notebooks)



ORACLE PRODUCTS AND SERVICES

This Contract is entered into this 12th day of December 2018 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and DLT Solutions LLC, a Virginia corporation ("Contractor") for the purchase of Oracle Products and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 12th day of December, 2018 and ending the 30th day of November, ~~2023~~ **2028**.
- 1.2 The products and services which are the subject of this Master Agreement ("County Contract") may be covered by a software programs license agreement service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
- 1.3 The County may, at its option and with the written agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.4 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to the preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

2.0 PRICE ADJUSTMENTS (applies to percentages in contract):

Any requests for reasonable price adjustments must be submitted one hundred and twenty (120) calendar days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION (For task order projects as negotiated by user):

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by Contractor related to work under this Contract shall be retained by County until Final Completion of the services herein described in any project Exhibit B Scope of Work. County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this Contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.

3.4.2 After fifty percent (50%) of the work has been completed, the Maricopa County Executive Steering Committee may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the Maricopa County Executive Steering Committee. Any interest earned on retainage shall accrue solely to the benefit of County.

- 3.4.3 The Contractor shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The Contractor is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The Contractor shall request and obtain securities forms through County. The County must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

- 3.5.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.6 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.7 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

- 4.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the issuance of a project scope of work or Purchase Order by the Procurement Officer.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS AND CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend, indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts and, errors, or willful omissions, relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts and errors, or willful omissions in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Notwithstanding anything to the contrary, no provision of this Agreement shall prohibit or affect Contractor's right to seek contribution from any party responsible for the underlying claim.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, DLT SOLUTIONS TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY COUNTY UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

6.2 INFRINGEMENT DEFENSE INDEMNIFICATION:

ORACLE STANDARD TERMS AND CONDITIONS SHALL APPLY (SEE EXHIBIT C, D AND E)

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS-v041818 v032819.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.**Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818 v032819.****Exhibit F - ~~ORACLE LINUX AND ORACLE VM SERVICES~~ SUPPLEMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM AND VERRAZZANO SERVICES v190712 012323.****6.3 SOURCE CODE ESCROW REQUIREMENT (IF APPLICABLE):**

Source Code Escrow. Oracle confirms that a copy of the source code necessary to support the Programs is maintained or will be placed into escrow. The source code escrow agreement was entered into by Oracle America, Inc. on behalf of all members of the Oracle group of companies ("Oracle Group") and provides that only if the Oracle Group ceases to be in the business of supporting the Programs, the escrow agent will furnish You with a copy of the escrowed materials that have become unsupported. Any escrowed materials furnished under this provision shall be considered licensed subject to the terms of this Contract and shall be used solely to maintain the Programs. Oracle's source code escrow agreement is private and confidential and is not available for release to You. Oracle does not deposit source code for any third party programs. Upon request from You, Oracle will register You with Oracle's escrow agent as a beneficiary under Oracle's source code escrow agreement. To request registration, You must email Oracle at source-code-escrow_ww@oracle.com. Thereafter, and provided that You are current on technical support for the Programs for which technical support is offered, You will be contacted on an annual basis to confirm whether You require Your registration to continue.

6.4 INSURANCE:

- 6.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.4.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.4.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.4.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.4.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

6.4.10 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.4.11 Errors and Omissions (Professional Liability) Insurance:

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the Contractor, with limits of no less than \$2,000,000 for each claim.

6.4.12 Crime:

Contractor shall maintain Commercial Crime Liability Insurance with a limit of not less than \$500,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.

6.4.13 Cyber:

Policy Limit:

6.4.13.1 The policy shall be issued with minimum limits of \$100,000.

- 6.4.13.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- 6.4.13.3 The policy shall include coverage for third party fidelity.
- 6.4.13.4 The policy shall include coverage for theft.
- 6.4.13.5 The policy shall contain no requirement for arrest and conviction.
- 6.4.13.6 The policy shall cover loss outside the premises of the Named Insured.
- 6.4.13.7 The policy shall endorse (Blanket Endorsements are not acceptable) the Department as Loss Payee as our interest may appear.

6.4.14 Technology Errors & Omission Insurance:

- Each claim \$2,000,000
- Annual Aggregate \$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.

In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

6.4.15 Network Security (Cyber) and Privacy Liability (IF APPLICABLE TO PROJECT):

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation, and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

6.4.16 County shall be a Certificate Holder:

Before providing the services as defined above, Developer shall furnish County with Certificates of Insurance evidencing coverage required by this Article. The certificates shall identify County as additional insured and shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All obligations for occurrence coverage shall survive termination of this Agreement. Other insurance policies required hereby shall expressly provide that such policies shall not be canceled, terminated or materially altered without thirty (30) days prior written notice to County.

All insurance obligations of this Article shall survive termination of this Agreement.

It is understood that the County is "Self-Insured" and a Certificate of Insurance shall be provided by County upon approval of this Agreement by the Parties.

6.4.17 Certificates of Insurance:

6.4.17.1 Prior to Contract award, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.4.17.2 In the event any insurance policy(ies) required by this Contract is(are) written on a claims made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.4.17.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

6.4.18 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

6.5 BOND REQUIREMENT (IF REQUIRED FOR ANY PROJECT):

6.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

6.5.1.1 Performance Bond equal to the full Contract amount (\$_____or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

6.5.1.2 A Payment Bond equal to the full Contract amount (\$_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies

shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.6 FORCE MAJEURE:

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL. (SEE EXHIBITS C, D ~~AND E AND F~~)

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818 v032819.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818 v032819.

Exhibit F - ~~ORACLE LINUX AND ORACLE VM SERVICES~~ SUPPLEMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM AND VERRAZZANO SERVICES v190712 012323.

6.7 WARRANTY (IF APPLICABLE):

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL. (SEE EXHIBITS C, D ~~AND E AND F~~)

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818 v032819.

Exhibit F - ~~ORACLE LINUX AND ORACLE VM SERVICES~~ SUPPLEMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM AND VERRAZZANO SERVICES v190712 012323.

6.8 DELIVERY:

6.8.1 Delivery shall specified on each order.

6.8.2 Exceptions to delivery schedule will be special order items that shall be identified.

6.8.3 Delivery shall be F.O.B. Destination, Freight Prepaid.

6.9 EXPEDITED DELIVERY:

6.9.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

6.9.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

6.9.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

6.10 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

6.10.1 Contract Serial number.

6.10.2 Contractor's name and address.

6.10.3 Using Agency name and address.

6.10.4 Using Agency purchase order number.

6.10.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

6.11 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to correct the deficient service within 30 days after written notice.

6.12 SHIPPING CHARGES:

6.12.1 Unless expressly included in an Oracle product or service Stocking Keep Unit (SKU) all shipping charges are separately orderable SKUs. FOB: Destination.

6.12.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

6.13 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

6.14 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department. These may be provided in hard copy or electronically.

6.15 INSTALLATION:

The Contractor's price shall include delivery and, if requested at the time of quote/bid, installation of all equipment in a complete operating condition.

6.16 ACCEPTANCE (IF APPLICABLE):

6.16.1 **Perpetual Licenses** – Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.

6.16.2 **Engineered Systems and Hardware** – Acceptance is upon delivery.

6.16.3 **Cloud Services** – Cloud services are provisions via a web link provided by the cloud service provider; there is no acceptance period for cloud services.

6.17 RETURN POLICY:

All orders are non-cancellable and non-refundable.

6.18 INSPECTION OF SERVICES (IF APPLICABLE):

6.18.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during Contract performance and for as long afterwards as the Contract requires.

6.18.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.18.3 If any of the services do not conform to Contract requirements, County is entitled to the remedies provided **here** under **the Oracle Standard Terms and Conditions** ¶:

6.18.3.1 **With regard to services performed by Oracle:**

If any of the Oracle Cloud Services do not conform to Contract requirements, County is entitled to the remedies provided under Exhibit D ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

If any of the Oracle ACS Services do not conform to Contract requirements, County is entitled to the remedies provided under Exhibit E ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

The parties agree that Oracle Technical Support Services and/or Maintenance Support Services will be provided in accordance with Oracle's Technical Support Policies in effect at the time the services are provided. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>

6.18.3.2 **With regard to professional services performed by DLT Solutions:**

DLT Solutions professional services will be performed in accordance with a quoted Statement of Work that will be incorporated in the Contractor ordering documents. County remedies shall be as stated within these Contractor ordering documents.

6.19 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.20 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.21 BACKGROUND CHECK (IF REQUIRED BY PROJECT):

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the Contractor, subcontractors and employees.

6.22 SUSPENSION OF WORK: (THIS PROVISION SHALL NOT APPLY TO ORACLE CLOUD SERVICES)

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.23 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

6.23.1 Cancel the stop work order; or

6.23.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.

6.23.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.24 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.25 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

6.25.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

6.25.2 Make progress, so as to endanger performance of this Contract; or

6.25.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.26 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County 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 consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

6.27 CONTRACTOR LICENSE REQUIREMENT:

6.27.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.

6.27.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.28 SUBCONTRACTING:

6.28.1 The Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Contract Number and identify the job project.

6.28.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. ~~The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the County, without mark up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.~~

6.29 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.30 ADDITIONS/DELETIONS OF REQUIREMENTS:

The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.31 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

6.32 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.33 SEVERABILITY:

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.34 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.35 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona website (<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.36 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.36.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;

6.36.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.36.1.2 have not within three (3) year period preceding this Contract;

- 6.36.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and
 - 6.36.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;
 - 6.36.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.
- 6.36.1.3 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.
- 6.36.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 6.37 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
- 6.37.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 6.37.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.38.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.38 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 6.38.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,
- 6.38.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARDS TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

6.39 Contractor EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS:

- 6.39.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
- 6.39.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 6.39.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.40 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

6.41 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.41.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit

questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

- 6.41.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.42 **AUDIT DISALLOWANCES:**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.43 **OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Contract.

6.44 **CONFIDENTIAL INFORMATION:**

Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) business days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.45 **PUBLIC RECORDS:**

Under Arizona law, all Contracts are public records and must be retained by the Records Manager at the Office of Procurement Services. Contracts shall be open to public inspection and copying after Contract award and execution, except for such Contracts or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services.

6.46 **PRICES:**

Contractor will make reasonable efforts to seek approval from Oracle to extend to County under this Contract prices that are no higher than those paid by any other customer for these or similar services.

6.47 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.48 RELATIONSHIPS:

6.48.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.48.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.49 CHANGES:

In the event of a change to the distribution or reseller agreement between Contractor and Oracle, changes to the license definitions and rules and/or changes to Global Price Lists, Contractor may submit such changes as Oracle requires under Contractor's distribution in writing to the County for review. The County shall have thirty (30) days to accept or reject those changes. In the event the County accepts the new terms and conditions, the County shall notify Contractor in writing of such acceptance and the parties will negotiate and execute an Amendment to this Contract to incorporate such changes. If Contractor and the County cannot reach agreement to the proposed changes or the County fails to respond to Contractor request within thirty (30) days of receiving notice from Contractor, Contractor may terminate this Contract.

6.50 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

6.51 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and the Oracle Standard Terms (**See Exhibits C, D, and E and F**) and Conditions the terms of this Contract shall prevail, except the Oracle Standard Terms and Conditions shall prevail where it pertains to the use of the Oracle products and services.

6.52 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.52.1 Exhibit A, Pricing;

6.52.2 Exhibit B, Scope of Work;

6.52.3 Exhibit C, ~~Oracle Software Standard Terms and Conditions for Products and Services~~ **ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818 v032819;**

6.52.4 Exhibit D, ~~Oracle Cloud Services Terms and Conditions~~ **ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818;**

6.52.5 ~~Exhibit E, Oracle Hardware Terms and Conditions~~ **ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818 v032819;**

6.52.6 ~~Exhibit F - ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712 012323.~~

6.52.7 ~~Exhibit FG,~~ Office of Procurement Services Contractor Travel and Per Diem Policy

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
160 S. 4th Avenue
Phoenix, Arizona 85003

For Contractor:

DLT Solutions LLC.
2411 Dulles Corner Park
Suite 800
Herndon VA. 20174
ATTN: Contract Management
~~Kevin.Ford@dlt.com~~ **chris.kline@dlt.com**

6.53 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01:

If Contractor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

6.54 FORCED LABOR:

6.54.1 **By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.**

6.54.2 **Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:**

6.54.2.1 **The forced labor of ethnic Uyghurs in the People's Republic of China.**

6.54.2.2 **Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.**

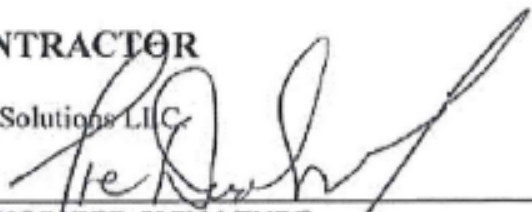
6.54.2.3 **Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.**

- 6.54.3 **If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end of the 180 days period, the agreement terminates on the agreement termination date.**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

DLT Solutions LLC



AUTHORIZED SIGNATURE

Joe Donohue, CFO

PRINTED NAME AND TITLE

2411 Dulles Corner Park

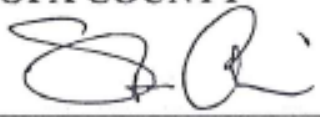
Suite 800

Herndon VA. 20174

11/29/2018

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

DEC 12 2018

DATE

ATTESTED:

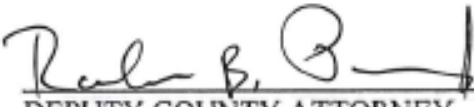


CLERK OF THE BOARD

DEC 12 2018

DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

December 6, 2018
DATE

EXHIBIT A
PRICING

SERIAL 180233-RFP		
NIGP CODE: 20655		
RESPONDENT'S NAME:	DLT Solutions, LLC	
COUNTY VENDOR NUMBER:	VS0000003170	
ADDRESS:	2411 Dulles Corner Park Suite 800	
P.O. ADDRESS:		
TELEPHONE NUMBER:	(703) 709-7172 773-8967 703-708-9156 (571) 296-5226 (703) 773-9233	
FACSIMILE NUMBER:	(866) 419-7926	
WEB SITE:	www.dlt.com	
CONTACT (REPRESENTATIVE):	Kevin Ford Brandon Westerfeld Sean Sexton Chris Kline kevin.ford@dlt.com brandon.westerfeld@dlt.com	
REPRESENTATIVE'S E-MAIL ADDRESS:	sean.sexton@dlt.com chris.kline@dlt.com	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
PAYMENT TERMS. [X] NET 30 DAYS		

		Product Discount	Support Discount
1.3.1 Perpetual License Recap			
MINIMUM DISCOUNTS		27%	22%
1.3.2 Engineered Systems Recap			
MINIMUM DISCOUNTS	SEE TAB FOR DETAILED PRICING	5%	22%
1.3.3 Hardware Recap			
AVERAGE DISCOUNTS	SEE TAB FOR DETAILED PRICING	15%	22%
1.3.4 Cloud Services Recap			
MINIMUM DISCOUNTS	SEE TAB FOR DETAILED PRICING	32%	NA
1.3.5 Professional Services Recap			
	SEE TAB FOR PROFESSIONAL SERVICES		
	BY TASK ORDER ONLY		
1.3.6 Support Services Recap			
	SEE TAB FOR SUPPORT SERVICES		
	BY TASK ORDER ONLY		
1.3.7 Training Recap			
AVERAGE DISCOUNTS	SEE TAB FOR DETAILED PRICING	22%	NA
1.3.8 Financing Recap			
	BY TASK ORDER ONLY		
1.3.9 Full Pro Services			
	SEE TAB FOR FULL PRO SERVICES		
	BY TASK ORDER ONLY		

1.3.1	Perpetual Licenses Catalog Products	Insert Percentage Below	Insert Percentage Below
	Global Price List - shown in dark grey	Min. Discount for Licenses XX%	First Year Maintenance Percentage based on discounted license Cost
	Technology Global Price List Products	27%	22%
	Oracle Fusion Applications Component Global Price List	27%	22%
	Oracle E-Business Suite Applications Global Price List Component Pricing	27%	22%
	Oracle Business Intelligence Applications Global Price List Component Pricing	27%	22%
	Peoplesoft Component Global Price List	27%	22%
	JD Edwards Component Global Price List	27%	22%
	Oracle Construction & Engineering Global Price List	27%	22%
	Siebel CRM Component Global Price List	27%	22%
	Oracle Application Integration Architecture Global Price List	27%	22%
	Oracle MySQL Subscriptions Global Price List-*Eff. 5-1-20	23%	n/a
	Oracle Linux and VM Services Global Price List-*Eff. 5-1-20	23%	n/a
	Java SE Subscription Global Price List-*Eff. 5-1-20 Eff. 7-1-24	2% 0%	n/a

Oracle Annual Uplift (Off-Prem) Eff. 7-1-24

Contract pricing for out years is subject to annual uplift not to exceed the annual uplift of the Oracle products and services.

	ORACLE PRODUCTS TRANSACTION BANDS FOR PRODUCT		
		DISCOUNT END USER WITH BUDGET LESS THAN \$100 MILLION	DISCOUNT END USER WITH BUDGET MORE THAN \$100 MILLION
	0-\$25000	47%	27%
	\$25000-\$100,000	47%	27%
	\$100,000-\$250,000	48%	27%
	\$250,000-\$1,000,000	50%	35%
	\$1,000,000- PLUS	50%	45%

1.3.2 Engineered Systems Catalog Products							
		Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below
	Oracle Engineered Systems Global Price List	Min. Discount Eng Systems Hardware%	First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost	First Year Oracle Premier Support for Operating Systems Percentage based on discounted Hardware Cost	First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost	Min. Discount for Licenses XX%	First Year SULS Percentage based on discounted license Cost
	Hardware	5%	12%	12%	3%		
	Engineered Systems Software					27%	22%

1.3.3 Hardware, Servers, Storage and Networking Catalog Products							
		Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below
	Global Price List - shown in dark grey	Min. Discount Hardware%	First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost	First Year Oracle Premier Support for Operating Systems Percentage based on discounted Hardware Cost	First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost	Min. Discount for Licenses XX%	First Year SULS Percentage based on discounted license Cost
	Systems Hardware and Software Global Price List						
	Oracle Hardware Category L	20%	12%	12%	3%	27%	22%
	Oracle Hardware Category U	13%	12%	12%	3%	27%	22%
	Oracle Hardware	20%	12%	12%	3%	27%	22%

	Category V						
	Oracle Hardware Category X	30%	12%	12%	3%	27%	22%
	Oracle Hardware Category Z	5%	12%	12%	3%	27%	22%
	Oracle Hardware Category Y	2%					

1.3.4	Cloud Services Catalog Products	
		Insert Percentage Below
	Global Price List - shown in dark grey	Min. Discount for Service XX%
	Oracle Cloud Software as a Service (SaaS)	
	Oracle RightNow Global Price List	32%
	Oracle Taleo Cloud Service Global Price List	32%
	Oracle Fusion Cloud Service Global Price List	32%
	Oracle Cloud Platform as a Service and Infrastructure as a Service (PaaS and IaaS)	
	Oracle Cloud Platform as a Service and Infrastructure as a Service - Public Cloud Global Price List	2%
	Oracle Construction and Engineering Global Price List (CEGBU) (cloud eligible offerings)	2%

1.3.5	Consulting/Professional Services					
		Labor Rate(s)				
	Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
	Application Developer	\$ 198.83	\$ 198.83	\$ 202.89	\$ 202.89	\$ 202.89
	Associate Consultant	\$ 131.27	\$ 131.27	\$ 133.89	\$ 133.89	\$ 136.57
	Consulting/Engineer	\$ 190.61	\$ 193.51	\$ 193.51	\$ 196.46	\$ 196.46
	Director/Engineer	\$ 212.18	\$ 212.18	\$ 216.51	\$ 216.51	\$ 222.07
	Installation Engineer	\$ 190.61	\$ 190.61	\$ 195.50	\$ 195.50	\$ 200.51
	Managing Principal Consultant	\$ 264.96	\$ 264.96	\$ 271.75	\$ 271.75	\$ 278.72
	Practice Director	\$ 330.81	\$ 330.81	\$ 337.43	\$ 337.43	\$ 344.18
	Practice Manager	\$ 285.48	\$ 285.48	\$ 291.41	\$ 291.41	\$ 297.24
	Principal Consultant	\$ 231.84	\$ 231.84	\$ 237.78	\$ 237.78	\$ 243.88
	Project Manager/Engineer	\$ 242.89	\$ 242.89	\$ 244.11	\$ 244.11	\$ 245.34
	Senior Consultant/Engineer	\$ 215.86	\$ 215.86	\$ 219.15	\$ 219.15	\$ 222.48
	Senior Project Manager	\$ 248.86	\$ 250.11	\$ 250.11	\$ 251.37	\$ 251.37
	Sr. Application Developer	\$ 207.94	\$ 207.94	\$ 212.18	\$ 213.27	\$ 213.27
	Sr. Practice Director	\$ 364.32	\$ 364.32	\$ 373.66	\$ 373.66	\$ 383.24
	Sr. Principal Consultant	\$ 264.96	\$ 264.96	\$ 271.75	\$ 271.75	\$ 278.72
	Sr. Systems Engineer	\$ 217.52	\$ 217.52	\$ 217.52	\$ 223.10	\$ 223.10
	Staff Consultant	\$ 165.60	\$ 165.60	\$ 169.85	\$ 169.85	\$ 174.20
	Systems Engineer	\$ 201.86	\$ 201.86	\$ 201.86	\$ 207.04	\$ 207.04

1.3.5	Oracle Consulting/Professional Services Years 6-10 Eff. 7-1-24					
		Labor Rate(s)				
	Labor Category	Year 6	Year 7	Year 8	Year 9	Year 10
	Application Developer	\$ 225.43	\$ 233.61	\$ 242.08	\$ 250.86	\$ 259.96
	Associate Consultant	\$ 151.74	\$ 157.24	\$ 162.94	\$ 168.85	\$ 174.97
	Consulting/Engineer	\$ 218.29	\$ 226.21	\$ 234.41	\$ 242.91	\$ 251.72
	Director/Engineer	\$ 246.75	\$ 255.69	\$ 264.96	\$ 274.57	\$ 284.53
	Installation Engineer	\$ 222.79	\$ 230.87	\$ 239.24	\$ 247.92	\$ 256.91
	Managing Principal Consultant	\$ 309.69	\$ 320.92	\$ 332.56	\$ 344.62	\$ 357.12
	Practice Director	\$ 382.42	\$ 396.29	\$ 410.66	\$ 425.55	\$ 440.98
	Practice Manager	\$ 330.27	\$ 342.25	\$ 354.66	\$ 367.52	\$ 380.85
	Principal Consultant	\$ 270.98	\$ 280.81	\$ 290.99	\$ 301.54	\$ 312.48
	Project Manager/Engineer	\$ 272.60	\$ 282.49	\$ 292.74	\$ 303.36	\$ 314.36
	Senior Consultant/Engineer	\$ 247.20	\$ 256.17	\$ 265.46	\$ 275.09	\$ 285.07
	Senior Project Manager	\$ 279.30	\$ 289.43	\$ 299.93	\$ 310.81	\$ 322.08
	Sr. Application Developer	\$ 236.97	\$ 245.56	\$ 254.47	\$ 263.70	\$ 273.26
	Sr. Practice Director	\$ 425.82	\$ 441.26	\$ 457.26	\$ 473.84	\$ 491.03
	Sr. Principal Consultant	\$ 309.69	\$ 320.92	\$ 332.56	\$ 344.62	\$ 357.12
	Sr. Systems Engineer	\$ 247.89	\$ 256.88	\$ 266.20	\$ 275.85	\$ 285.85
	Staff Consultant	\$ 193.56	\$ 200.58	\$ 207.85	\$ 215.39	\$ 223.20
	Systems Engineer	\$ 230.04	\$ 238.38	\$ 247.03	\$ 255.99	\$ 265.27
	Technical Account Manager I	\$ 309.69	\$ 320.92	\$ 332.56	\$ 344.62	\$ 357.12
	Technical Account Manager II	\$ 330.27	\$ 342.25	\$ 354.66	\$ 367.52	\$ 380.85
	Advanced Support Engineer I	\$ 309.69	\$ 320.92	\$ 332.56	\$ 344.62	\$ 357.12
	Advanced Support Engineer II	\$ 330.27	\$ 342.25	\$ 354.66	\$ 367.52	\$ 380.85
	Executive	\$ 500.00	\$ 515.46	\$ 531.40	\$ 547.84	\$ 564.78
1.3.6	Technical Support Services and/or Maintenance Support Services					
Technical Support Services and/or Maintenance Support Services fees are calculated as a factor of fees paid on net new licenses and/or hardware, renewal of services thereafter are priced based on a percentage increase over prior years fees and provided in accordance with then current Technical Support Policies.						

1.3.7	Oracle Training and University Products Oracle University Cloud Learning Subscriptions Eff. 1-1-22	
Oracle University Training Services		
<u>Customer Transaction Band</u>	E-Business License and Technical Support Discounts (Enter Discount off of list price. List price detailed at www.oracle.com/education)	
\$0 - \$10,000	10.0%	
\$10,001 - \$25,000	15.0%	
\$25,001 - \$50,000	20.0%	
\$50,001 - \$100,000	27.0%	
\$100,001 - \$250,000	30.0%	
\$250,001 +	32.0%	

Note: Oracle University offerings are governed by the Oracle University terms and conditions available at education.oracle.com and incorporated by reference.

1.3.8	Financing Services
Financing to be considered on a deal by deal basis.	

1.3.9	Full Pro Services								
Labor Category		CLIN Number	Commercial LIST PRICE	USC Labor NTE Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
DLT Labor Rates for US Communities Contract									
Installation Engineer		DLT001	\$ 239.97	\$ 190.61	\$ 190.61	\$ 195.50	\$ 195.50	\$ 200.51	\$ 200.51
Systems Engineer		DLT002	\$ 208.72	\$ 201.86	\$ 201.86	\$ 201.86	\$ 207.04	\$ 207.04	\$ 207.04
Sr. Systems Engineer		DLT003	\$ 223.63	\$ 217.52	\$ 217.52	\$ 217.52	\$ 223.10	\$ 223.10	\$ 223.10
Application Developer		DLT004	\$ 202.89	\$ 198.83	\$ 198.83	\$ 202.89	\$ 202.89	\$ 202.89	\$ 202.89
Sr. Application Developer		DLT005	\$ 223.62	\$ 207.94	\$ 207.94	\$ 212.18	\$ 213.27	\$ 213.27	\$ 215.43
Director/Engineer		DLT0027	\$ 395.96	\$ 212.18	\$ 212.18	\$ 216.51	\$ 216.51	\$ 222.07	\$ 222.07
Senior Project Manager		DLT0028	\$ 329.96	\$ 248.86	\$ 250.11	\$ 250.11	\$ 251.37	\$ 251.37	\$ 255.20
Project Manager/Engineer		DLT0029	\$ 269.97	\$ 242.89	\$ 242.89	\$ 244.11	\$ 244.11	\$ 245.34	\$ 245.34
Senior Consultant/Engineer		DLT0030	\$ 244.18	\$ 215.86	\$ 215.86	\$ 219.15	\$ 219.15	\$ 222.48	\$ 225.87
Consulting/Engineer		DLT0031	\$ 212.89	\$ 190.61	\$ 193.51	\$ 193.51	\$ 196.46	\$ 196.46	\$ 199.45

1.3.9	DLT Labor Categories Years 6-10 Eff. 7-1-24					
		Labor Rate(s)				
	Labor Category	Year 6	Year 7	Year 8	Year 9	Year 10
	Installation Engineer		\$229.65	\$236.75	\$244.00	\$251.55
	Systems Engineer		\$237.00	\$244.35	\$251.90	\$259.75
	Sr. Systems Engineer		\$255.60	\$263.50	\$271.65	\$280.00
	Application Developer		\$232.45	\$239.65	\$247.05	\$254.70
	Sr. Applications Developer		\$246.75	\$254.40	\$262.25	\$270.35
	Director/Engineer		\$257.75	\$265.75	\$274.00	\$282.45
	Project Manager		\$309.25	\$318.80	\$328.65	\$338.80
	Senior Project Manager		\$391.75	\$403.85	\$416.35	\$429.25
	Sr. Consultant/Engineer		\$258.70	\$266.70	\$274.95	\$283.45

EXHIBIT B SCOPE OF WORK

ORACLE PRODUCTS AND SERVICES

1.0 **INTRODUCTION AND BACKGROUND**

1.1 **MASTER AGREEMENT**

Maricopa County (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, **public** higher education institutions, and other government agencies in the United States of America (herein “Participating Public Agencies”) is awarding this contract to one or more qualified suppliers to enter into a Master Agreement for a complete line of Oracle Products, Services and Solutions (herein “Products and Services”).

ALL PRODUCTS OFFERED MUST BE NEW OR LIKE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

1.2 **OBJECTIVES**

- 1.2.1 Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- 1.2.2 Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- 1.2.3 Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- 1.2.4 Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- 1.2.5 Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- 1.2.6 Provide Participating Public Agencies with environmentally responsible products and services.

1.3 **GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Oracle Products, Services and Solutions: **Contractors** are to provide the broadest possible selection of Oracle Products, Services and Solutions they offer. The intent of this contract is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the contractors should have demonstrated experience in providing the Products, Services and Solutions as defined in this Exhibit including but not limited to:

- 1.3.1 **Perpetual Licenses** – applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.
- 1.3.2 **Engineered Systems** – integrated software and hardware systems offered by Oracle.
- 1.3.3 **Hardware, Servers, Storage and Networking** - any servers, storage and networking products offered by Oracle.
- 1.3.4 **Cloud Services** – Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.
- 1.3.5 **Consulting/Professional Services** – Consulting and integration services relating to Oracle products and services.

- 1.3.6 **Technical Support Services and/or Maintenance Support Services** – telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.
- 1.3.7 **Oracle Training and University Products** - Any related Oracle training including instructor lead classes and self-guided learning paths.
- 1.3.8 **Financing Services**– Financing services for orders and solutions.

1.4 INTENT:

The intent of this contract is to establish a nationwide purchasing agreement for the acquisition of Oracle products, services and solutions. The categories of descriptive examples in Section 2.12 are to provide a general, non-inclusive, description of the categories.

Other governmental entities under agreement with the County may have access to products or services provided hereunder (see Sections 3.15, 3.16 and Exhibit 6, MICPA.)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work

It is expected that contractors will provide binding written Task Orders to be approved by the using agency for all products or services to be purchased under this contract. If more than one contractor is awarded a contract the members at their discretion may request Task Orders from one or more contractors and select the Task Order that's best meets their internal interests. .

2.0 **SCOPE OF WORK:**

- 2.1 Represent, sell, and service all the Oracle Products listed below (Section 2.12);
- 2.2 Be able to service local governments, states, school districts, and **public** higher education institutions in the United States of America, and other governmental agencies ~~and non-profit organizations~~;
- 2.3 Have the resources to work with multiple entities at the same time;
- 2.4 Throughout the life of this contract, the successful Contractor shall maintain expertise, resources and capabilities to maintain an Oracle Platinum Partnership level.
- 2.5 Provide commercial hardware, software, services and solutions as ordered under the task order as a member of the Oracle Platinum Partner Network in good standing with all required distribution agreements;
- 2.6 Perform or have service delivery partners that can provide consulting, assessment, design, integration, installation and management of Services/Solutions at the task order level;
- 2.7 Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Maricopa County and Participating Public Agencies as authorized buyers off this contract;
- 2.8 Provide maintenance support Services/Solutions
- 2.9 Provide project management support for each deliverable under the contract;
- 2.10 Provide project specific and overall contract performance reporting, as required.
- 2.11 Provide on-going marketing of the contract by aligning and traveling with the U.S Communities Program Managers, administrative and marketing personnel engaged in directly promoting the contract to Participating Public Agencies through agency meetings, direct mail, national publications, annual meetings and other such activities.

2.12 PRODUCTS AND SERVICES REQUIRED:

- 2.12.1 **Perpetual Licenses** – applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.
- 2.12.2 **Engineered Systems** – integrated software and hardware systems offered by Oracle.
- 2.12.3 **Hardware, Servers, Storage, and Networking** - any servers, storage, and networking products offered by Oracle.
- 2.12.4 **Cloud Services** – Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.
- 2.12.5 **Consulting/Professional Services** – Consulting and integration services relating to Oracle products and services.
- 2.12.6 **Technical Support Services and/or Maintenance Support Services** – telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.
- 2.12.7 **Oracle Training and University Products** - Any related Oracle training including instructor lead classes and self-guided learning paths.
- 2.12.8 **Financing Services**– Financing services for orders and solutions.

2.13 STAFF EXPERIENCE:

- 2.13.1 For Maricopa County, full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work for this contract should be identified in any project Task Orders.

2.14 FACILITIES:

During the course of this Contract, the County may provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.15 TRAINING:

The Contractor shall provide a minimum of (To be determined for each Task Order) to completely train County personnel in the use and care of the equipment.

2.16 WARRANTY:

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL.

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819.

2.17 ACCEPTANCE:

- 2.17.1 **Perpetual Licenses** – Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.
- 2.17.2 **Engineered Systems and Hardware** – Acceptance is upon delivery.
- 2.17.3 **Cloud Services** – Cloud services are provisions via a web link provided by the cloud service provider; there is no acceptance period for cloud services.

3.0 **PROCUREMENT REQUIREMENTS:**

3.1 DELIVERY:

- 3.1.1 Delivery shall be made within 48 hours after receipt of order (ARO) or as agreed with using agency.
- 3.1.2 Exceptions to delivery schedule will be special order items that must be identified.
- 3.1.3 Maricopa County reserves the right to obtain material on the open market in the event Contractors fail to make delivery and charge any price differential to the Contractor.
- 3.1.4 Delivery shall be F.O.B. Destination, Freight Prepaid.

3.2 EXPEDITED DELIVERY:

- 3.2.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.
- 3.2.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 3.2.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 3.3.1 Contract Serial number.
- 3.3.2 Contractor's name and address.
- 3.3.3 Using Agency name and address.
- 3.3.4 Using Agency purchase order number.
- 3.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.4 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

3.5 SHIPPING CHARGES:

3.5.1 Shipping costs will be borne by the Contractor. FOB: Destination.

3.5.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

3.6 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

3.7 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department. These may be provided in hard copy or electronically.

3.8 INSTALLATION (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.9 CONTRACTOR EMPLOYEE MANAGEMENT:

3.9.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this Contract. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.9.2 Contractor shall not reassign any key personnel without the express consent of the County.

3.9.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.9.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason. Said requested removal shall not be subject to part ~~3.9.1~~ 3.11.1 of this section.

3.10 TRAINING:

The Contractor shall provide training services as needed, depending on the product or service purchased, to completely train County personnel in the use and care of the equipment. All training shall take place on-site at Maricopa County.

3.11 MAINTENANCE (If Required):

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Department.

3.12 USAGE REPORT:

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.13 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.14 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

~~EXHIBIT C~~
~~ORACLE SOFTWARE STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES~~

~~EXHIBIT C~~



~~ORACLE SOFTWARE PROGRAMS AND/OR SERVICES
US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818~~

~~THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("SOFTWARE STCs") SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.~~

~~A. Definitions~~

~~"You" and "Your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under the contract.~~

~~The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.~~

~~The term "contract" refers to the Contractor's US Communities contract.~~

~~The term "program documentation" refers to the program user manual and program installation manuals.~~

~~The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.~~

~~The term "services" refers to annual technical support services which you have ordered.~~

~~B. Rights Granted~~

~~Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.~~

EXHIBIT C**C. Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or
- disclose results of any program benchmark tests.

D. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.

EXHIBIT C

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Software STCs. Bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

EXHIBIT C**F. Intellectual Property Indemnification**

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- o notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- o gives the Provider control of the defense, with input from Recipient and any settlement negotiations; and
- o gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.

G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR

EXHIBIT C**THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.****H. Other**

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Software STCs.

3. Accessibility

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

4. Internet Protocol version 6 (IPv6).

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance

EXHIBIT C

With Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any unpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

EXHIBIT C

11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

12. Source code may be delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

13. Programs and service deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

14. For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

15. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at <http://oracle.com/contracts>.

16. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A.

17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

EXHIBIT C

ORACLE LICENSE DEFINITIONS AND RULES v120117

The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the terms enumerated herein shall control for the purposes of any order for Oracle products and/or services.



**ORACLE SOFTWARE PROGRAMS AND/OR SERVICES
US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819**

THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("SOFTWARE STCs") SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to annual technical support services which you have ordered.

B. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

EXHIBIT C

C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or
- disclose results of any program benchmark tests.

D. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.

EXHIBIT C

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Software STCs. Bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

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F. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- o notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- o gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- o gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.

G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR

EXHIBIT C

THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

H. Other

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Software STCs.

0. Accessibility

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 38 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.805.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

1. Internet Protocol version 6 (IPv6).

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance

EXHIBIT C

accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

EXHIBIT C

11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

12. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

13. Programs and service deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

14. For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

15. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit A. You may access the current version of the Applications Licensing Table at <http://oracle.com/contracts>.

16. Oracle's License Definitions and Rules are incorporated herein. You may access the current version of the License Definitions and Rules at <http://oracle.com/contracts>.

17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

EXHIBIT C

EXHIBIT A

APPLICATIONS LICENSING TABLE

<http://www.oracle.com/us/corporate/contracts>

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

ORACLE®

License Definitions and Rules

Definitions and License Metrics

SM Annual Transaction Volume: is defined as one million U.S. Dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by You and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Application Module: is defined as a Program used by You on a single or multiple computers.

SM in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed Program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application Developed: is defined as a software Program developed by You that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

Application User: is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing, PeopleSoft Supplier Contract Management and JD Edwards Supplier Self Service Programs, use by Your external suppliers is included with Your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.

Application Read-Only User: is defined as an individual authorized by You to run only queries or reports against the application Program for which You have also acquired non-read-only licenses, regardless of whether the individual is actively using the Programs at any given time.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless You acquire additional CRF Page licenses from Oracle.

Chassis: is defined as a physical enclosure containing hardware. For the purposes of the following Programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the Program must be counted for the purpose of determining the number of licenses required.

Client Application Loader Client: is defined as a device that receives its configuration from a client application server.

Collaboration Program User: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within Your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to Your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows You to use the licensed Program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine Program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

5 Concurrent Users: is defined as five concurrent users where each Concurrent User is an individual who is authorized by You to access the Program concurrently with other individuals at any given time.

Concurrent Connection: is defined as each connection to a Serduct/Datalink. A Serduct/Datalink is defined as an interface that renders the Infor software operable for use with Micros Applications.

Concurrent User: is defined as each individual that may concurrently use or access the Programs. Concurrent Users shall be only customers or prospective customers of Yours, and shall not be business partners, or employees of Yours.

Connected Device: is defined as each unique device (a) that transmits data to or receives data from Oracle application Programs or Oracle cloud services and (b) that does not require any human interaction or human input to execute Oracle application business logic or to update Oracle application tables. Devices include, but are not limited to, sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its explicit registry with an Oracle application Program or an Oracle cloud service.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

Connector: is defined as each connector connecting the software product with a third party product. A unique connector is required for each distinct third party product that the software product is required to interface.

Connector Pack: is defined as a collection of connectors as specified in the Program Documentation for the applicable Connector Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

\$M Cost of Goods Sold: is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue.

CPU: is defined as a chip that contains a collection of one or more cores on which the Program is running. Regardless of the number of cores, each chip counts as 1 CPU.

Custom Suite User: is defined as an individual authorized by You to use the application Programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

Customer: is defined as the customer entity specified on Your order. The Programs may not be used or accessed for the business operations of any third party, including but not limited to Your customers, partners, or Your affiliates. There is no limitation on the number of computers on which such Programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: is defined as a service for which the description may be found in the Technical Support Policies section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

10,000 Daily Average Transactions: is defined as ten thousand unique transactions (including but not limited to sales transactions, return transactions, exchange transactions, loyalty transactions, deal transactions, gift card transactions, inventory transactions, petty cash transactions, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

Developer User / Developer / Developer Seat: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the Programs and documentation.

Disk Drive: is defined as a spinning media device that stores data accessed by the Program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

Employee for HCM: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

Employee User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Enterprise Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these Program licenses is determined by the number of Enterprise FTE Students. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of Your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise FTE Students as of such date.

Enterprise Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of Your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise \$M in Cost of Goods Sold: Enterprise \$M Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these Program licenses is determined by the amount of Enterprise \$M Cost of Goods Sold. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Cost of Goods Sold as of the effective date of Your order. If at any time the amount of Enterprise \$M Cost of Goods Sold exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M Cost of Goods Sold as of such date.

Enterprise \$M in Freight Under Management: \$M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid). The value of these Program licenses is determined by the amount of Enterprise \$M Freight Under Management. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Freight Under Management as of the effective date of Your order. If at any time the amount of Enterprise \$M Freight Under Management exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Freight Under Management. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M Freight Under Management as of such date.

Enterprise \$M in Operating Budget: is defined as one million U.S. Dollars of Your gross budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise \$M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise \$M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M in Operating Budget as of such date.

Enterprise \$M in Revenue: Enterprise \$M in Revenue is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year. The value of these Program

Licenses is determined by the amount of Enterprise \$M in Revenue. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Revenue as of the effective date of Your order. If at any time the amount of Enterprise \$M in Revenue exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Revenue. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M in Revenue as of such date.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the Programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by You, including the dispatchers, to the field using the Programs.

Flash Drive: is defined as a solid state media device that stores data accessed by the Program.

\$M Freight Under Management: is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

25,000 Gift Cards: is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

Guest Cabin: is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across multiple cruise ships.

For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

Guest Room: is defined as the number of guest rooms managed by the Program.

For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

Hosted Named User: is defined as an individual authorized by You to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Oracle Hospitality Consulting Services: are defined as services for which the description may be found in the Oracle Hospitality Global Business Unit ("Micros") Consulting Service Descriptions section at www.oracle.com/contracts and which is incorporated by reference.

Hospitality Suite: is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table and seats within an arena, stadium, concert venue or other venue that is managed by the Program.

Installation Services, Start-Up Packs and Configuration/Upgrade Services: is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

Instance: is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

For the purposes of the Oracle Banking API Infrastructure Program, Instance is defined as the environments (production and non-production) used to run the Oracle Banking API Program.

Interface: is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

Inventory Location: is defined as a dedicated physical inventory space used by vendors to store their inventory within an arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location.

1K Invoice Line: is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of 1K Invoice Lines during any 12 month period unless You acquire additional 1K Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Oracle Java SE Subscription and Oracle Java SE Desktop Subscription: are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with the applicable metric and to receive Oracle Software Update License & Support (limited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the specified Oracle Java SE Subscription Program(s) will terminate and You must uninstall the specified Oracle Java SE Subscription Program(s).

Kitchen Display Client: is defined as a device that is used to display and monitor the status of ordered items. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at <http://www.oracle.com/education> under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time You order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when You order the relevant product or service. The list price will be reduced by applying the discount specified to You by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to Your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date Your order is accepted by Oracle, and You must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which You acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

SM in Managed Assets: is defined as one million U.S. Dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program,

including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

Managed Resource: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the Programs at any given time. In addition, Your employees, contractors, partners and any other individual or entity managed by the Programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

Member Record: is defined as each unique customer loyalty Program Member Record managed by the Program. 100K Member Records shall mean one hundred thousand Member Records.

Merchandise: is defined as a unique item or SKU of a consumer good.

Module: is defined as each production database running the Programs.

Monitored User: is defined as an individual who is monitored by an Analytics Program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics Program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics Program, every user of Your licensed CRM Sales application Program must be licensed. For the purposes of the Human Resources Compensation Analytics Program, all of Your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the Program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / Programs) users (individuals) that the Program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified Program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subscription license for all of such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program(s) will terminate and You must de-install all applications, tools, and binaries provided to You under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

Named User Plus: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the

Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following Programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, Load Testing Suite for Oracle Applications and Oracle Test Starter Kit for Utilities (Load Testing), each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only the users of the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application Program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the users of the Oracle database from which You capture data and (b) the users of the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQL repositories from which You capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging systems all users for all sources must be counted.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which You capture data and (b) the users of the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which You capture data and (b) the users of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Mobile Application Framework, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

For the purposes of the following Program: Audit Vault and Database Firewall, only users of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Java SE Desktop Subscription, the term "server" refers to a desktop computer.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not Your employee, contractor or outsourcer, authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless You acquire additional Order Line licenses from Oracle.

1,000 Page Views: is defined as 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a particular page on a website.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling Your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as Your employee or contractor who is actively working on behalf of Your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the Programs are installed.

PIN Entry Device (PED): is defined as an electronic hardware device that is used in a debit, credit or smart card-based transaction to accept and encrypt the cardholder's personal identification number (PIN).

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

POS Client: is defined as a device that is used to record any part of a sales transaction or related end-user functionality such as workstation reporting, cash management, engagement table management or manager operations. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Program, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Subscription, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running

the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only the processors running the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the processors running the Oracle database from which You capture data and (b) the processors running the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which You capture data and (b) the processors running the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purpose of the following programs: Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every 25 queues/topics are counted as a Processor. In the instance of multiple source databases, NoSQL repositories, or messaging systems, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server.

Project: is defined as a scheduled stage gate process plan in operation.

Property: is defined as a location with a single physical address.

500,000 Queries Per Day: is defined as five hundred thousand queries from midnight to the next midnight (e.g., a day) to the production MDEX engine, including but not limited to: text searches; changes to facet (refinement); and page up/down through results (any text box query, change in facet selection, change in results viewed). Queries that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for non-production uses, including but not limited to development, quality assurance, and performance testing.

\$M in Revenue: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

\$M Revenue Under Management: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year for the product lines for which the Programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e. physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub Program a record is defined as the total number of unique case database records stored in the Case Hub Program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub Program a record is defined as the total number of unique site database records stored in the RFS_SITES_B table of the Site Hub Program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub Program.

For the Programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts> for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrence of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub Programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub Programs.

For the purposes of the Life Sciences Customer Hub Program, a record is defined as the number of unique customer database records stored in such Program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub Program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator Program.

Registered User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. Registered Users shall be business partners and/or customers and shall not be Your employees.

250,000 Requests Per Day: is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: WebCenter Sites for Oracle ATG Web Commerce, requests to the production WebCenter Sites or production WebCenter Sites Satellite Server Programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Endeca Experience Manager, requests at the production Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

Retail Register: is defined as any device designed to record any part of a sales transaction.

For purposes of the Oracle Retail Xstore Office Program, the licensed quantity purchased must at a minimum be equal to or greater than the number of Retail Registers on which the Oracle Retail Xstore Point of Service Program is installed and/or running.

Retail Store: is defined as any location where two or more people are employed to generate revenue by selling goods and services to customers.

Retail Wireless Device: is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

Revenue Center: is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service).

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the Programs are installed. A Server license allows You to use the licensed Program on a single specified computer.

For the purposes of Acme Packet Programs, a Server in a virtual environment is defined as a virtual machine image.

Service Order Line: is defined as the total number of service order entry line items processed by the Program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless You acquire additional Service Order Line licenses from Oracle.

1,000 Sites: is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

Socket: is defined as a slot that houses a chip (or a multi-chip module) that contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris Programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris Programs), for the term specified in the ordering document. "Oracle Solaris Programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to You under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at <http://www.oracle.com/webfolder/technetwork/hcl/index.html>. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, You may renew Your subscription, if available, at the then current fees for this subscription.

If Your order specifies "1 – 4 socket server" then You may only use the subscription on a server with not more than 4 sockets. If Your order specifies "5+ socket server" then You may use the subscription for servers with any number of sockets.

Store: is defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. If a physical store location has multiple POS systems, then each POS system must be counted as a Store.

Stream: is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by You for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If Your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of Your gross annual revenue as reported to the SEC in Your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Sun Ray Device: is defined as the Sun Ray computer on which the Program is running.

System: is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Tape Library Slot: is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

Technical Support

For purposes of the ordering document, technical support consists of annual technical support services You may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by a member of Oracle's partner Program, the fee for SULS for the first renewal year will be the price quoted to You by Your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If You decide to purchase technical support for any license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support

policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

\$B in Total Assets: is defined as one billion U.S. dollars of Your latest published or internally available "Total Asset Value" as disclosed in Your annual report and/or regulatory filings.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

Transaction Services Client: is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Symphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

UPK Developer: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation.

Video Wrapper: is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime and LXF.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

Term Designation

1, 2, 3, 4, 5 Year Terms: A Program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the Program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, Your license for the Programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/us/corporate/pricing/price-lists/index.html>, includes the right to run the Licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, Your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.
- If you are licensing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of data formats included in or produced by that Program; the foregoing includes a prohibition on reverse engineering of code, data structures, file formats or memory formats included in or produced by that Program or use of any tools or products that have been derived from the reverse engineering of that Program or those data formats.
- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superclusters.
- Exadata Multitenant may only be used on Exadata Database Machines and Oracle Superclusters.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but You must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Extended Edition Program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications Programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application Programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the Java SE Advanced and Java SE Suite Programs, You may not create, modify, or change the behavior of, or authorize Your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these Programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the Programs are set forth at <http://oracle.com/contracts>.

- Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Revelus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality, Oracle XBRI, and Oracle Relate. For those prefixes designated above with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Extended Edition for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.
- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Suite Foundation Edition); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Suite Foundation Edition); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle

Applications Program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.

- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The Programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs may only be used to access data from the Hyperion Planning Plus Program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.
- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 25 Named Users Plus per Processor:

- Oracle Database Enterprise Edition
- NoSQL Database Enterprise Edition
- Times Ten In-Memory Database
- Rdb Enterprise Edition
- CODASYL DBMS
- Data Integrator Enterprise Edition
- GoldenGate
- GoldenGate for Non Oracle Database
- GoldenGate for Mainframe
- GoldenGate Veridata
- GoldenGate for Teradata Replication Services
- GoldenGate for Big Data
- GoldenGate Foundation Suite
- Data Integrator Enterprise Edition for Oracle Applications

- GoldenGate for Oracle Applications
- Endeca Discovery Foundation for Oracle Applications

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 10 Named Users Plus per Processor:

- Java SE Advanced
- Java SE Suite
- WebLogic Server Standard Edition
- WebLogic Server Enterprise Edition
- WebLogic Suite
- Web Tier
- Coherence Standard Edition One
- Coherence Enterprise Edition
- Coherence Grid Edition
- TopLink and Application Development Framework
- GlassFish Server
- Internet Application Server Standard Edition*
- Internet Application Server Enterprise Edition*
- API Gateway
- BPEL Process Manager
- WebLogic Integration
- Service Registry
- Enterprise Repository
- Forms and Reports
- Managed File Transfer
- Tuxedo
- Event Processing
- SOA Suite for Non Oracle Middleware
- Unified Business Process Management Suite for Non Oracle Middleware
- Business Process Management Standard Edition
- Application Adapters
- Oracle E-Business Suite Adapter
- Integration Adapter for SAP R/3
- Integration Adapter for JD Edwards World
- Integration Adapter for Siebel
- Cloud Adapters
- B2B for RosettaNet
- B2B for EDI
- Healthcare Adapter
- B2B for ebXML
- WebCenter Suite Plus
- WebCenter Portal
- WebCenter Content
- WebCenter Sites
- WebCenter Sites Satellite Server
- WebCenter Universal Content Management
- WebCenter Imaging
- WebCenter Forms Recognition
- WebCenter Enterprise Capture
- WebCenter Distributed Capture
- WebCenter Real-Time Collaboration
- WebCenter Sites Mobile Option
- Enterprise Identity Services Suite

- Identity Governance Suite
- Access Management Suite Plus
- Entitlements Server
- Entitlements Server Security Module
- Beehive Enterprise Collaboration Server

*The Named User Plus Minimum does not apply if the Program is installed on a one-processor machine that allows for a maximum of one user per Program.

- If You purchase Named User Plus licenses for the Oracle Database Personal Edition Program, You may only have a maximum of one Named User Plus per database.
- If You purchase Named User Plus licenses for the Business Intelligence Standard Edition One Program, You may only have a maximum number of fifty Named User Plus licenses.
- You are responsible for ensuring compliance with the Technology Associated Program Matching Table which may be accessed at <http://oracle.com/contracts>.

Licensing Rules for Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

Licensing Rules for ATG Applications

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for DIVA Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: Oracle DIVA Programs (Oracle DIVArchive Manager, Oracle DIVArchive Avid Connectivity, Oracle DIVArchive Application Filtering, Oracle DIVArchive Storage Plan Manager, Oracle DIVArchive Export / Import, and Oracle DIVArchive Automatic Data Migration) includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for JD Edwards Applications

- The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications

- Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact Your Oracle Account Manager for this information.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

Licensing Rules for Oracle Hospitality Cruise Applications

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

Licensing Rules for Oracle Hospitality Food and Beverage Applications

- The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with Oracle Hospitality Food and Beverage Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

Licensing Rules for Oracle Hospitality Hotels Applications

- The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Hotel Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The Oracle Hospitality Suite8 Property Resort Edition Program is limited to 30 functions as defined in the Program Documentation.

- The Oracle Hospitality Suite8 Property Small Business Edition Program is limited to 18 functions as defined in the Program Documentation.
- The following Programs may only be used with the Oracle Hospitality OPERA Programs: Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Premium, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Lite and Oracle Hospitality Technology Foundation for Hotel Central Office Systems. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.
- You are responsible for ensuring compliance with the Hospitality Associated Program Matching Table which may be accessed at <http://oracle.com/contracts>.

Licensing Rules for PeopleSoft Applications

- Your use of the Campus Self Service and Student Administration components within the Campus Solutions Program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.

Licensing Rules for Primavera Applications

- For the purposes of the following Primavera Programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, You acknowledge that You have both read and understand the limited Software Update License & Support services that are available for these Programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner Programs, You acknowledge that the agreement delivered to You with these Programs, and not the end user license agreement contained in the product installation, governs the end user's use of these Programs.
- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

Licensing Rules for Oracle Retail Programs

- The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of Service Program and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party programs is not permitted.

Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services Program, Siebel Internet Banking Services Program, Siebel Retail Finance Foundation Services Program and the Siebel Financial Transactions Workbench Program, You may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Program Documentation, all in accordance with the Program Documentation, and provided that such materials or modified materials shall be used solely with Your licensed use of such Programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the Programs, ancillary Programs, Program Documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes You to use the Program on only one Computer for a maximum of 20 Concurrent Users at any given time. A "Concurrent User" is defined as each individual that may concurrently use or access the Programs. Concurrent Users may only be Your existing customers or Your prospective customers and may not be Your business partners or Your employees.
- The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. A "Customer Record" is defined as each unique Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that You may access using the Program together with the number of Brands that You may manage using the Program. A "Brand" is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users. An "Application User" is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.
- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the Programs that is defined in the Siebel Tools Program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Systems Software Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: StorageTek QFS, StorageTek QFS Client, Oracle Hierarchical Storage Manager, StorageTek Automated Cartridge System Library Software (ACSL), includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for MySQL Programs

- The MySQL Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

EXHIBIT C

APPLICATIONS LICENSING TABLE

<http://www.oracle.com/us/corporate/contracts>

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

EXHIBIT D

ORACLE CLOUD SERVICES TERMS AND CONDITIONS

EXHIBIT D



ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818

THESE ORACLE CLOUD SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("CLOUD STCS") SHALL APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE CLOUD STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE CLOUD STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACT.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered Oracle Services from an authorized distributor ("Contractor") under the Contract.

The term "Contract" refers to the Contractor's US Communities contract.

The term "Oracle Software" means any software agent, application or tool that Oracle makes available to You for download specifically for the purpose of facilitating Your access to, operation of, and/or use with, the Services.

The term "Program Documentation" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

The term "Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in these Cloud STCs; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order as required by the Contractor. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

The term "Third Party Content" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third party content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

The term "Users" means for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with these Cloud STCs and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers, or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of these Cloud STCs and Your order.

The term "Your Content" means all software, data (including Personal Data as that term is defined in the Data Processing Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under these Cloud STCs, Oracle Software,

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other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content". Your content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

B. Use of Services

Upon Contractor's acceptance of Your order, Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to these Cloud STCs and Your order. Except as otherwise stated in these Cloud STCs or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order (the "Service Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with these Cloud STCs and the order.

The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that Oracle has in these Cloud STCs and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

C. Ownership Rights and Restrictions

You and Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights to the Services, derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under Your order.

You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

You grant Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with these Cloud STCs and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by these Cloud STCs or Your order.

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D. Term and Termination

Services shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with these Cloud STCs. These Cloud STCs will continue to govern any order for the duration of the Services Period of such order.

If You order Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will NOT automatically be extended for an additional Services Period of the same duration. To extend the Services, You must provide Contractor with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention to renew such Services and You execute an order modification or enter into a new order to renew such Services. The preceding sentence shall not apply if Contractor provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under these Cloud STCs or Your order.

If Oracle, the Contractor, or You breach a material term of Your order, including these Cloud STCs, and fails to correct the breach within 30 days of written specification of the breach, then a nonbreaching party may terminate the order under which the breach occurred. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching parties may agree in their sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your order or Your contract (including these Cloud STCs) with Contractor, You may not use those Services ordered.

You may terminate the Contract or Your order at any time without cause by giving Contractor 30 days' prior written notice of such termination. Termination of the Contract will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if the Contract and these Cloud STCs were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of the Contract.

For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60-day retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

Provisions in these Cloud STCs that survive termination or expiration of the Contract are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

E. Fees and Taxes

Fees paid for Services performed are non-refundable, except as provided in these Cloud STCs or Your order. Fees for Services offerings are invoiced in arrears of the service performance. Fees for Services listed in an order are exclusive of taxes and expenses.

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You agree and acknowledge that You have not relied on the future availability of any services, programs or updates in executing Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver services that You have ordered per the terms of these Cloud STCs.

F. Nondisclosure

By virtue of Your order and these Cloud STCs, Oracle, the Contractor and You may disclose to each other information that is confidential ("Confidential Information"). Confidential information shall be limited to the terms and pricing under these Cloud STCs and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Subject to applicable law, Oracle, the Contractor and You each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under these Cloud STCs, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content resident in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and these Cloud STCs are subject to applicable freedom of information or open records law. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

G. Protection of Your Content

In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services ordered, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement), Oracle will furthermore comply with the applicable version of the *Oracle Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <http://www.oracle.com/dataprocessingagreement> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and Oracle's processing of, Your Content (including any Personal Data) as part of the Services, (b) any

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security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of these Cloud STCs. You may disclose or transfer, or instruct Oracle to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer, Oracle is no longer responsible for the security, integrity or confidentiality of such content outside of Oracle.

Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

H. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is Oracle's warranty; nevertheless, it shall be accessed by You through the Contractor.

Oracle warrants that during the Services Period, Oracle will perform Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CONTRACTOR THE FEES FOR THE DEFICIENT SERVICES THAT CONTRACTOR PAID TO ORACLE FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT, AND CONTRACTOR WILL IN TURN REFUND TO YOU THE FEES FOR THE DEFICIENT SERVICES THAT YOU PAID TO CONTRACTOR FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. Limitation of Liability

IN NO EVENT SHALL YOU, THE CONTRACTOR, ORACLE OR ANY PARTY'S AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER YOUR ORDER), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE

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EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOUR FROM CONTRACTOR UNDER SUCH ORDER.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THESE CLOUD STCS OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.

J. Intellectual Property Indemnification

If a third party makes a claim against You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority, and assistance Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund the fees the Recipient may have paid for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

The Provider will not indemnify the Recipient if the Recipient (a) alter the Material or use it outside the scope of use identified in the Provider's user documentation or Service Specifications, or (b) uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on third Party Content or any Material from a third party portal or other source that is accessible or make available to Your within or by the Services (e.g. a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from a third party data providers, etc).

This Section J provides the parties' exclusive remedy for any infringement claims or damages.

K. Third Party Content, Services and Websites

The Services may enable You to link to, transmit Your Content or Third Party Content to, or otherwise access, third parties' web sites, platforms, content, products, services, and information ("Third Parties Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses

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or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

Any Third Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may update, change or modify the Services under the Contract, as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or third party services without any liability to You or the Contractor. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Contract, these Cloud STCs or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

L. Service Monitoring, Analyses and Oracle Software

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

Oracle may provide You with the ability to obtain certain Oracle Software for use with the Services. If Oracle provides Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of these Cloud STCs and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of these Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under

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the separate terms is not restricted in any way by these Cloud STCs.

M. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern Your use of the Services (including technical data) and any services deliverables provided under Your order, and You and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

N. Force Majeure

Neither You, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either You, Contractor, or Oracle may cancel unperformed Services and affected orders upon written notice. This Section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

O. Assignment

You may not assign Your order or give or transfer the Services, or an interest in the Services, to another individual or entity.

P. Other

1. Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle.
2. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under these Cloud STCs and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under these Cloud STCs. The Contract (including these Cloud STCs) and Your order is entered exclusively between You and the Contractor. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of the Contract (including these Cloud STCs) and Your order.
3. Any notice required under your order shall be provided to the other party, and Oracle, in writing. Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

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4. If any term of these Cloud STCs is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of these Cloud STCs.
5. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to these Cloud STCs may be brought by any party more than two years after the cause of action has accrued.
6. Prior to entering into an order governed by these Cloud STCs, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.
7. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of these Cloud STCs and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of these Cloud STCs or the applicable order(s). You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights.
8. The Uniform Computer Transactions Act does not apply to these Cloud STCs nor any order placed pursuant to them.
9. The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Services provided under these Cloud STCs.

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10. Internet Protocol version 6 (IPv6). Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the Contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Cloud STCs.
11. If any document incorporated by reference into these Cloud STCs contains a provision (a) allowing for the automatic termination of Your Services; or (b) allowing for the automatic renewal of Services and/or fees, then such terms shall not apply.

EXHIBIT EORACLE HARDWARE TERMS AND CONDITIONS**EXHIBIT E****ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818**

THESE ORACLE HARDWARE, PROGRAMS AND SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("HARDWARE STCs") SHALL APPLY TO THE ORACLE HARDWARE, PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE HARDWARE STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE HARDWARE STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term "integrated software options" refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term "operating system" refers to the software that manages hardware for programs and other software.

The term "products" refers to programs, hardware, integrated software and operating system.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

EXHIBIT E**B. Hardware Composition**

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at <http://oracle.com/contracts>. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode>. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-50P10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the

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applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic

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download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

- i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
- ii. maltreated or used in a manner other than in accordance with the relevant documentation;
- iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- vi. relocated, to the extent that problems are attributable to such relocation;
- vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- viii. used by parties appearing on the most current U.S. export exclusion list;
- ix. relocated to countries subject to U.S. trade embargo or restrictions;
- x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix), above; or
- xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

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This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you

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decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

G. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, hardware or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending upon which party provided the Material) and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

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- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material. If you are the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order (e.g., impairs Contractor's ability to perform due to a work statement, schedule or cost impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the program associated with that Separately Licensed Third Party Technology and shall refund any program license fees You may have paid to Oracle for the program

For claims related to hardware, if you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

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This section provides your and Oracle's exclusive remedy for any infringement claims or damages.

H. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

I. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Hardware STCs.

3. Accessibility

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the

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availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

4. Internet Protocol version 6 (IPv6)

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): "These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."**6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.****7. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.****8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.****9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer**

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systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.
11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.
12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.
14. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at <http://oracle.com/contracts>.
15. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A. Oracle's Integrated Software Options License Definitions, Rules and Metrics are incorporated herein as Exhibit C. Terms for Oracle Solaris are incorporated herein as Exhibit D.
16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.
17. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.
18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

EXHIBIT E**ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819**

THESE ORACLE HARDWARE, PROGRAMS AND SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("HARDWARE STCs") SHALL APPLY TO THE ORACLE HARDWARE, PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE HARDWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE HARDWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term "integrated software options" refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term "operating system" refers to the software that manages hardware for programs and other software.

The term "products" refers to programs, hardware, integrated software and operating system.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

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B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at <http://oracle.com/contracts>. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode> >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-SOP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the

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applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic

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PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

- i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
- ii. maltreated or used in a manner other than in accordance with the relevant documentation;
- iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- vi. relocated, to the extent that problems are attributable to such relocation;
- vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- viii. used by parties appearing on the most current U.S. export exclusion list;
- ix. relocated to countries subject to U.S. trade embargo or restrictions;
- x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
- xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

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This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you

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decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

G. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, hardware or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material) and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

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- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material. If you are the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order (e.g., impairs Contractor's ability to perform due to a work statement, schedule or cost impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. . The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the program associated with that Separately Licensed Third Party Technology and shall refund any program license fees You may have paid to Oracle for the program

For claims related to hardware, if you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

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This section provides your and Oracle's exclusive remedy for any infringement claims or damages.

- H. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.**

I. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Hardware STCs.

3. Accessibility

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 38 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.800.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the

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availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

4. Internet Protocol version 6 (IPv6)

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): "These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."
6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.
7. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.
8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer

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systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.
11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.
12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.
14. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit A. You may access the current version of the Applications Licensing Table at <http://oracle.com/contracts>.
15. Oracle's License Definitions and Rules; Oracle's Integrated Software Options License Definitions, Rules, and Metrics; and Terms for Oracle Solaris are incorporated herein. You may access the current versions of these documents at <http://oracle.com/contracts>.
16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.
17. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.
18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

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APPLICATIONS LICENSING TABLE

<http://www.oracle.com/us/corporate/contracts>

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

ORACLE LICENSE DEFINITIONS AND RULES v120117

The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the terms enumerated herein shall control for the purposes of any order for Oracle products and/or services.

ORACLE®

License Definitions and Rules

Definitions and License Metrics

SM Annual Transaction Volume: is defined as one million U.S. Dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by You and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Application Module: is defined as a Program used by You on a single or multiple computers.

SM in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed Program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application Developed: is defined as a software Program developed by You that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

Application User: is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing, PeopleSoft Supplier Contract Management and JD Edwards Supplier Self Service Programs, use by Your external suppliers is included with Your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.

Application Read-Only User: is defined as an individual authorized by You to run only queries or reports against the application Program for which You have also acquired non read-only licenses, regardless of whether the individual is actively using the Programs at any given time.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless You acquire additional CRF Page licenses from Oracle.

Chassis: is defined as a physical enclosure containing hardware. For the purposes of the following Programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the Program must be counted for the purpose of determining the number of licenses required.

Client Application Loader Client: is defined as a device that receives its configuration from a client application server.

Collaboration Program User: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within Your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to Your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows You to use the licensed Program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine Program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

5 Concurrent Users: is defined as five concurrent users where each Concurrent User is an individual who is authorized by You to access the Program concurrently with other individuals at any given time.

Concurrent Connection: is defined as each connection to a Serduct/Datalink. A Serduct/Datalink is defined as an interface that renders the Infor software operable for use with Micros Applications.

Concurrent User: is defined as each individual that may concurrently use or access the Programs. Concurrent Users shall be only customers or prospective customers of Yours, and shall not be business partners, or employees of Yours.

Connected Device: is defined as each unique device (a) that transmits data to or receives data from Oracle application Programs or Oracle cloud services and (b) that does not require any human interaction or human input to execute Oracle application business logic or to update Oracle application tables. Devices include, but are not limited to, sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its explicit registry with an Oracle application Program or an Oracle cloud service.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

Connector: is defined as each connector connecting the software product with a third party product. A unique connector is required for each distinct third party product that the software product is required to interface.

Connector Pack: is defined as a collection of connectors as specified in the Program Documentation for the applicable Connector Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

\$M Cost of Goods Sold: is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue.

CPU: is defined as a chip that contains a collection of one or more cores on which the Program is running. Regardless of the number of cores, each chip counts as 1 CPU.

Custom Suite User: is defined as an individual authorized by You to use the application Programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

Customer: is defined as the customer entity specified on Your order. The Programs may not be used or accessed for the business operations of any third party, including but not limited to Your customers, partners, or Your affiliates. There is no limitation on the number of computers on which such Programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: is defined as a service for which the description may be found in the Technical Support Policies section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

10,000 Daily Average Transactions: is defined as ten thousand unique transactions (including but not limited to sales transactions, return transactions, exchange transactions, loyalty transactions, deal transactions, gift card transactions, inventory transactions, petty cash transactions, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

Developer User / Developer / Developer Seat: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the Programs and documentation.

Disk Drive: is defined as a spinning media device that stores data accessed by the Program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

Employee for HCM: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

Employee User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Enterprise Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these Program licenses is determined by the number of Enterprise FTE Students. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of Your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise FTE Students as of such date.

Enterprise Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of Your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise \$M in Cost of Goods Sold: Enterprise \$M Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these Program licenses is determined by the amount of Enterprise \$M Cost of Goods Sold. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Cost of Goods Sold as of the effective date of Your order. If at any time the amount of Enterprise \$M Cost of Goods Sold exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M Cost of Goods Sold as of such date.

Enterprise \$M in Freight Under Management: \$M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid). The value of these Program licenses is determined by the amount of Enterprise \$M Freight Under Management. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Freight Under Management as of the effective date of Your order. If at any time the amount of Enterprise \$M Freight Under Management exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Freight Under Management. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M Freight Under Management as of such date.

Enterprise \$M in Operating Budget: is defined as one million U.S. Dollars of Your gross budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise \$M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise \$M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M in Operating Budget as of such date.

Enterprise \$M in Revenue: Enterprise \$M in Revenue is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year. The value of these Program

Licenses is determined by the amount of Enterprise \$M in Revenue. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Revenue as of the effective date of Your order. If at any time the amount of Enterprise \$M in Revenue exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Revenue. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M in Revenue as of such date.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the Programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by You, including the dispatchers, to the field using the Programs.

Flash Drive: is defined as a solid state media device that stores data accessed by the Program.

\$M Freight Under Management: is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

25,000 Gift Cards: is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

Guest Cabin: is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across multiple cruise ships.

For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

Guest Room: is defined as the number of guest rooms managed by the Program.

For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

Hosted Named User: is defined as an individual authorized by You to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Oracle Hospitality Consulting Services: are defined as services for which the description may be found in the Oracle Hospitality Global Business Unit ("Micros") Consulting Service Descriptions section at www.oracle.com/contracts and which is incorporated by reference.

Hospitality Suite: is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table and seats within an arena, stadium, concert venue or other venue that is managed by the Program.

Installation Services, Start-Up Packs and Configuration/Upgrade Services: is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

Instance: is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

For the purposes of the Oracle Banking API Infrastructure Program, Instance is defined as the environments (production and non-production) used to run the Oracle Banking API Program.

Interface: is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

Inventory Location: is defined as a dedicated physical inventory space used by vendors to store their inventory within an arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location.

1K Invoice Line: is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of 1K Invoice Lines during any 12 month period unless You acquire additional 1K Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Oracle Java SE Subscription and Oracle Java SE Desktop Subscription: are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with the applicable metric and to receive Oracle Software Update License & Support (limited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the specified Oracle Java SE Subscription Program(s) will terminate and You must de-install the specified Oracle Java SE Subscription Program(s).

Kitchen Display Client: is defined as a device that is used to display and monitor the status of ordered items. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at <http://www.oracle.com/education> under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time You order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when You order the relevant product or service. The list price will be reduced by applying the discount specified to You by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to Your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date Your order is accepted by Oracle, and You must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which You acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

\$M in Managed Assets: is defined as one million U.S. Dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program,

including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

Managed Resource: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the Programs at any given time. In addition, Your employees, contractors, partners and any other individual or entity managed by the Programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

Member Record: is defined as each unique customer loyalty Program Member Record managed by the Program. 100K Member Records shall mean one hundred thousand Member Records.

Merchandise: is defined as a unique item or SKU of a consumer good.

Module: is defined as each production database running the Programs.

Monitored User: is defined as an individual who is monitored by an Analytics Program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics Program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics Program, every user of Your licensed CRM Sales application Program must be licensed. For the purposes of the Human Resources Compensation Analytics Program, all of Your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the Program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / Programs) users (individuals) that the Program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified Program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subscription license for all of such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program(s) will terminate and You must de-install all applications, tools, and binaries provided to You under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

Named User Plus: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the

Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following Programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, Load Testing Suite for Oracle Applications and Oracle Test Starter Kit for Utilities (Load Testing), each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only the users of the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application Program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the users of the Oracle database from which You capture data and (b) the users of the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQL repositories from which You capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging systems, all users for all sources must be counted.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which You capture data and (b) the users of the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which You capture data and (b) the users of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Mobile Application Framework, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

For the purposes of the following Program: Audit Vault and Database Firewall, only users of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Java SE Desktop Subscription, the term "server" refers to a desktop computer.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not Your employee, contractor or outsourcer, authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless You acquire additional Order Line Licenses from Oracle.

1,000 Page Views: is defined as 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a particular page on a website.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling Your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as Your employee or contractor who is actively working on behalf of Your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the Programs are installed.

PIN Entry Device (PED): is defined as an electronic hardware device that is used in a debit, credit or smart card-based transaction to accept and encrypt the cardholder's personal identification number (PIN).

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

POS Client: is defined as a device that is used to record any part of a sales transaction or related end-user functionality such as workstation reporting, cash management, engagement table management or manager operations. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Program, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Subscription, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running

the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only the processors running the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the processors running the Oracle database from which You capture data and (b) the processors running the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which You capture data and (b) the processors running the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purpose of the following programs: Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every 25 queues/topics are counted as a Processor. In the instance of multiple source databases, NoSQL repositories, or messaging systems, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server.

Project: is defined as a scheduled stage gate process plan in operation.

Property: is defined as a location with a single physical address.

500,000 Queries Per Day: is defined as five hundred thousand queries from midnight to the next midnight (e.g., a day) to the production MDEX engine, including but not limited to: text searches; changes to facet (refinement); and page up/down through results (any text box query, change in facet selection, change in results viewed). Queries that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for non-production uses, including but not limited to development, quality assurance, and performance testing.

\$M in Revenue: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

\$M Revenue Under Management: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year for the product lines for which the Programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub Program a record is defined as the total number of unique case database records stored in the Case Hub Program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub Program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub Program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub Program.

For the Programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts> for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrence of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub Programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub Programs.

For the purposes of the Life Sciences Customer Hub Program, a record is defined as the number of unique customer database records stored in such Program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub Program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator Program.

Registered User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. Registered Users shall be business partners and/or customers and shall not be Your employees.

250,000 Requests Per Day: is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: WebCenter Sites for Oracle ATG Web Commerce, requests to the production WebCenter Sites or production WebCenter Sites Satellite Server Programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Endeca Experience Manager, requests at the production Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

Retail Register: is defined as any device designed to record any part of a sales transaction.

For purposes of the Oracle Retail Xstore Office Program, the licensed quantity purchased must at a minimum be equal to or greater than the number of Retail Registers on which the Oracle Retail Xstore Point of Service Program is installed and/or running.

Retail Store: is defined as any location where two or more people are employed to generate revenue by selling goods and services to customers.

Retail Wireless Device: is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

Revenue Center: is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service).

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the Programs are installed. A Server license allows You to use the licensed Program on a single specified computer.

For the purposes of Acme Packet Programs, a Server in a virtual environment is defined as a virtual machine image.

Service Order Line: is defined as the total number of service order entry line items processed by the Program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless You acquire additional Service Order Line licenses from Oracle.

1,000 Sites: is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

Socket: is defined as a slot that houses a chip (or a multi-chip module) that contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris Programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris Programs), for the term specified in the ordering document. "Oracle Solaris Programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to You under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at <http://www.oracle.com/webfolder/technetwork/hcl/index.html>. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, You may renew Your subscription, if available, at the then current fees for this subscription.

If Your order specifies "1 – 4 socket server" then You may only use the subscription on a server with not more than 4 sockets. If Your order specifies "5+ socket server" then You may use the subscription for servers with any number of sockets.

Store: is defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. If a physical store location has multiple POS systems, then each POS system must be counted as a Store.

Stream: is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by You for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If Your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of Your gross annual revenue as reported to the SEC in Your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Sun Ray Device: is defined as the Sun Ray computer on which the Program is running.

System: is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Tape Library Slot: is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

Technical Support

For purposes of the ordering document, technical support consists of annual technical support services You may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by a member of Oracle's partner Program, the fee for SULS for the first renewal year will be the price quoted to You by Your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If You decide to purchase technical support for any license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support

policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

\$B in Total Assets: is defined as one billion U.S. dollars of Your latest published or internally available "Total Asset Value" as disclosed in Your annual report and/or regulatory filings.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

Transaction Services Client: is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Symphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

UPK Developer: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation.

Video Wrapper: is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime and LXF.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

Term Designation

1, 2, 3, 4, 5 Year Terms: A Program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the Program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, Your license for the Programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/us/corporate/pricing/price-lists/index.html>, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, Your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.
- If you are licensing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of data formats included in or produced by that Program; the foregoing includes a prohibition on reverse engineering of code, data structures, file formats or memory formats included in or produced by that Program or use of any tools or products that have been derived from the reverse engineering of that Program or those data formats.
- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superclusters.
- Exadata Multitenant may only be used on Exadata Database Machines and Oracle Superclusters.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but You must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Extended Edition Program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications Programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application Programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the Java SE Advanced and Java SE Suite Programs, You may not create, modify, or change the behavior of, or authorize Your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these Programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the Programs are set forth at <http://oracle.com/contracts>.

- Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Revelus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality, Oracle XBRI, and Oracle Relate. For those prefixes designated above with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Extended Edition for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance. Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.
- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Suite Foundation Edition); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Suite Foundation Edition); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasources or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle

Applications Program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.

- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The Programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs may only be used to access data from the Hyperion Planning Plus Program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.
- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 25 Named Users Plus per Processor:

- Oracle Database Enterprise Edition
- NoSQL Database Enterprise Edition
- Times Ten In-Memory Database
- Rdb Enterprise Edition
- CODASYL DBMS
- Data Integrator Enterprise Edition
- GoldenGate
- GoldenGate for Non Oracle Database
- GoldenGate for Mainframe
- GoldenGate Veridata
- GoldenGate for Teradata Replication Services
- GoldenGate for Big Data
- GoldenGate Foundation Suite
- Data Integrator Enterprise Edition for Oracle Applications

- GoldenGate for Oracle Applications
- Endeca Discovery Foundation for Oracle Applications

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 10 Named Users Plus per Processor:

- Java SE Advanced
- Java SE Suite
- WebLogic Server Standard Edition
- WebLogic Server Enterprise Edition
- WebLogic Suite
- Web Tier
- Coherence Standard Edition One
- Coherence Enterprise Edition
- Coherence Grid Edition
- TopLink and Application Development Framework
- GlassFish Server
- Internet Application Server Standard Edition*
- Internet Application Server Enterprise Edition*
- API Gateway
- BPEL Process Manager
- WebLogic Integration
- Service Registry
- Enterprise Repository
- Forms and Reports
- Managed File Transfer
- Tuxedo
- Event Processing
- SOA Suite for Non Oracle Middleware
- Unified Business Process Management Suite for Non Oracle Middleware
- Business Process Management Standard Edition
- Application Adapters
- Oracle E-Business Suite Adapter
- Integration Adapter for SAP R/3
- Integration Adapter for JD Edwards World
- Integration Adapter for Siebel
- Cloud Adapters
- B2B for RosettaNet
- B2B for EDI
- Healthcare Adapter
- B2B for ebXML
- WebCenter Suite Plus
- WebCenter Portal
- WebCenter Content
- WebCenter Sites
- WebCenter Sites Satellite Server
- WebCenter Universal Content Management
- WebCenter Imaging
- WebCenter Forms Recognition
- WebCenter Enterprise Capture
- WebCenter Distributed Capture
- WebCenter Real-Time Collaboration
- WebCenter Sites Mobile Option
- Enterprise Identity Services Suite

- Identity Governance Suite
- Access Management Suite Plus
- Entitlements Server
- Entitlements Server Security Module
- Beehive Enterprise Collaboration Server

*The Named User Plus Minimum does not apply if the Program is installed on a one-processor machine that allows for a maximum of one user per Program.

- If You purchase Named User Plus licenses for the Oracle Database Personal Edition Program, You may only have a maximum of one Named User Plus per database.
- If You purchase Named User Plus licenses for the Business Intelligence Standard Edition One Program, You may only have a maximum number of fifty Named User Plus licenses.
- You are responsible for ensuring compliance with the Technology Associated Program Matching Table which may be accessed at <http://oracle.com/contracts>.

Licensing Rules for Applications:

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

Licensing Rules for ATG Applications:

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for DIVA Programs:

Failover: Subject to the conditions that follow below, Your license for the following Programs: Oracle DIVA Programs (Oracle DIVArchive Manager, Oracle DIVArchive Avid Connectivity, Oracle DIVArchive Application Filtering, Oracle DIVArchive Storage Plan Manager, Oracle DIVArchive Export / Import, and Oracle DIVArchive Automatic Data Migration) includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for JD Edwards Applications:

- The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications

- Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact Your Oracle Account Manager for this information.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

Licensing Rules for Oracle Hospitality Cruise Applications

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

Licensing Rules for Oracle Hospitality Food and Beverage Applications

- The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with Oracle Hospitality Food and Beverage Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

Licensing Rules for Oracle Hospitality Hotels Applications

- The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Hotel Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The Oracle Hospitality Suite8 Property Resort Edition Program is limited to 30 functions as defined in the Program Documentation.

- The Oracle Hospitality Suite8 Property Small Business Edition Program is limited to 18 functions as defined in the Program Documentation.
- The following Programs may only be used with the Oracle Hospitality OPERA Programs: Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Premium, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Lite and Oracle Hospitality Technology Foundation for Hotel Central Office Systems. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.
- You are responsible for ensuring compliance with the Hospitality Associated Program Matching Table which may be accessed at <http://oracle.com/contracts>.

Licensing Rules for PeopleSoft Applications

- Your use of the Campus Self Service and Student Administration components within the Campus Solutions Program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.

Licensing Rules for Primavera Applications

- For the purposes of the following Primavera Programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, You acknowledge that You have both read and understand the limited Software Update License & Support services that are available for these Programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner Programs, You acknowledge that the agreement delivered to You with these Programs, and not the end user license agreement contained in the product installation, governs the end user's use of these Programs.
- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

Licensing Rules for Oracle Retail Programs

- The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of Service Program and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party programs is not permitted.

Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services Program, Siebel Internet Banking Services Program, Siebel Retail Finance Foundation Services Program and the Siebel Financial Transactions Workbench Program, You may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Program Documentation, all in accordance with the Program Documentation, and provided that such materials or modified materials shall be used solely with Your licensed use of such Programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the Programs, ancillary Programs, Program Documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes You to use the Program on only one Computer for a maximum of 20 Concurrent Users at any given time. A "Concurrent User" is defined as each individual that may concurrently use or access the Programs. Concurrent Users may only be Your existing customers or Your prospective customers and may not be Your business partners or Your employees.
- The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. A "Customer Record" is defined as each unique Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that You may access using the Program together with the number of Brands that You may manage using the Program. A "Brand" is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users. An "Application User" is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.
- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the Programs that is defined in the Siebel Tools Program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Systems Software Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: StorageTek QFS, StorageTek QFS Client, Oracle Hierarchical Storage Manager, StorageTek Automated Cartridge System Library Software (ACSLs), includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for MySQL Programs

- The MySQL Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

EXHIBIT E

APPLICATIONS LICENSING TABLE
<http://www.oracle.com/us/corporate/contracts>

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

EXHIBIT E

ORACLE INTEGRATED SOFTWARE OPTIONS LICENSE DEFINITIONS, RULES AND METRICS

<http://www.oracle.com/us/corporate/contracts>

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

EXHIBIT E

TERMS FOR ORACLE SOLARIS

<http://www.oracle.com/us/corporate/contracts>

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

EXHIBIT F
ORACLE LINUX AND ORACLE VM SERVICES SUPPLEMENTAL PUBLIC SECTOR TERMS AND
CONDITIONS v190712

EXHIBIT F



SUPPLEMENTAL PUBLIC SECTOR TERMS AND CONDITIONS
FOR
ORACLE LINUX AND ORACLE VM SERVICES

These Supplemental Public Sector Terms and Conditions ("Terms and Conditions") apply to the Oracle Linux and Oracle VM Services that you order from the Contractor through orders issued pursuant to the OMNIA contract to which these Terms and Conditions are attached and incorporated (the "Contract"). These Terms and Conditions shall take precedence over any conflicting terms in the Contract or any order issued pursuant to the Contract and shall govern Your use of the Oracle Linux/Oracle VM Service Offering(s) ordered from the authorized Oracle reseller or distributor ("Contractor").

1. DEFINITIONS

1.1 "Covered Programs" is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Included Files (available at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-089347.pdf>) for which You have ordered Oracle Linux/Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such Oracle Linux/ Oracle VM Service Offering(s).

1.2 "Oracle Linux Service Offering(s)" and "Oracle VM Service Offering(s)" (collectively, "Oracle Linux/Oracle VM Service Offering(s)") refer to Oracle Linux and Oracle VM support services respectively and Oracle Linux/Oracle VM-related Service Offerings(s) as defined under the Oracle Linux and Oracle VM support policies.

1.3 "Oracle Linux/Oracle VM Term(s)" is defined as the duration for which You have acquired the applicable Oracle Linux/Oracle VM Service Offering(s).

1.4 "Physical CPU(s)" is defined as each monolithic integrated circuit responsible for executing a System's Covered Programs. A monolithic integrated circuit with multiple cores or hyperthreading is counted as a single Physical CPU when determining the total number of Physical CPUs in a System.

1.5 "Program Documentation" refers to the program user manual and program installation manuals. Program Documentation may be delivered with the programs. You may access the documentation online at <http://oracle.com/documentation>.

1.6 "Supported System(s)" is defined as a System to which You apply or intend to apply Oracle Linux/Oracle VM Service Offering(s) received from Oracle at the specified service level in Your order, including but not limited to updates, patches, fixes, security alerts, work arounds, configuration, installation assistance (for Oracle VM, Support System(s) includes Oracle VM Manager).

1.7 "System(s)" is defined as the computer on which the Oracle Linux programs and/or Oracle VM Server programs are installed. Where computers/blades are clustered, each computer/blade within the cluster shall be defined as a System. (For purposes of calculating the price of the Oracle VM Service Offering(s), the computers where the Oracle VM Manager programs are installed are not counted).

1.8 "You" and "Yours" refers to the individual or entity that has ordered Oracle Linux/Oracle VM Services from Contractor under Your Contract and the order accompanying these Terms and Conditions.

2. ORACLE LINUX/ORACLE VM SERVICE OFFERING(S)

2.1 The Oracle Linux/Oracle VM Service Offering(s) are provided at the support level and for the Oracle Linux/Oracle VM Term defined in Your order.

2.2 When ordering Oracle Linux/Oracle VM Service Offering(s) You must comply with the following availability rules:

- Oracle Linux Premier Limited, Oracle Linux Basic Limited, and Oracle VM Premier Limited are available only for Systems with no more than two (2) Physical CPUs per System.
- Oracle Linux Premier, Oracle Linux Basic, Oracle Linux Network, and Oracle VM Premier are available for Systems with any number of Physical CPUs per System.

EXHIBIT F

2.3 Upon acceptance of Your order, You have the limited right to receive the applicable Oracle Linux/Oracle VM Service Offering(s) solely for Your business operations and subject to the terms of these Terms and Conditions.

2.4 For purposes of Your order, (a) Oracle Linux Service Offering(s) consist of the Oracle Linux support services level You may have ordered for the Oracle Linux programs; and (b) Oracle VM Service Offering(s) consist of the Oracle VM support services level You may have ordered for the Oracle VM programs. If ordered, the Oracle Linux/Oracle VM Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Linux and Oracle VM support policies in effect at the time the Oracle Linux/Oracle VM Service Offering(s) are provided. The Oracle Linux and Oracle VM support policies, which are incorporated in these Terms and Conditions, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Oracle Linux/Oracle VM Service Offering(s) provided during the period for which fees for the Oracle Linux/Oracle VM Service Offering(s) have been paid. Oracle Linux/Oracle VM Service Offering(s) are available for certain Systems, and may be subject to additional restrictions as set forth in the Oracle Linux and Oracle VM support policies. You should review the Oracle Linux and Oracle VM support policies prior to entering into the order for the applicable Oracle Linux/Oracle VM Service Offering(s). You may access the current version of the Oracle Linux and Oracle VM support policies at <http://www.oracle.com/us/support/library/enterprise-linux-support-policies-068172.pdf>.

2.5 The Oracle Linux/Oracle VM Service Offering(s) are effective upon the effective date of Your order unless otherwise stated in Your order.

2.6 The Oracle Linux/Oracle VM Service Offering(s) provided under these Terms and Conditions are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Oracle Linux/Oracle VM Service Offering(s) under these Terms and Conditions shall be provided under the terms of the appropriate license agreement that You accepted upon downloading and/or installing the Oracle Linux and/or Oracle VM program(s). The Oracle Linux/Oracle VM Service Offering(s) may also include the right to use certain additional software or tools during the Oracle Linux/Oracle VM Term for which fees for Oracle Linux/Oracle VM Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

3. INDEMNIFICATION

3.1 Provided You are a current subscriber to the Oracle Linux/Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

- a. Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
- b. Give Oracle sole control of the defense and any settlement negotiations; and
- c. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

3.2 If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs to be non-infringing while substantially preserving their utility or functionality or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to You, terminate Your right to receive indemnification for Your further use of the Covered Programs and refund any unused, prepaid service fees You have paid for the Covered Programs.

3.3 Notwithstanding the above, Oracle will not defend or indemnify You in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Programs; (b) Your alteration of the Covered Programs; (c) Your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) Your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Linux and Oracle VM support policies; (e) Your use of the Covered Programs when You were not a subscriber to the Oracle Linux/Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) Your claim, lawsuit, or action against a third party. This section provides Your exclusive remedy from Oracle for any infringement claims or damages, liabilities, costs or expenses.

4. FEES AND TAXES; ORACLE LINUX/ORACLE VM-RELATED SERVICE OFFERING(S)

4.1 For the initial Oracle Linux/Oracle VM Term for which fees are to be paid for the applicable Oracle Linux/Oracle VM Service Offering(s), the fees due will be calculated based upon the number of Systems to be supported that are in existence as of the date of Your order. For the second and all subsequent Oracle Linux/Oracle VM Terms, the fees due will be calculated based on the total number of Systems supported that are in existence as of the first day of the applicable Oracle Linux/Oracle VM Term(s) (e.g., fees calculated for the second term will be based upon the total number of Systems supported that are in existence on the first day of the second term).

EXHIBIT F

4.2 In addition to the fees for the Oracle Linux/Oracle VM Service Offering(s) specified above, You agree to pay additional fees for the level of Oracle Linux/Oracle VM Service Offering(s) ordered based on the maximum number of Supported Systems that exist simultaneously at any time during the applicable Oracle Linux/Oracle VM Term and in accordance with the Oracle Linux and Oracle VM support policies for the level of support You are ordering. In the event that You decide to increase the number of Supported Systems, You agree that You will promptly place an order for Oracle Linux/Oracle VM Service Offering(s) for the increased number of these Supported System(s) and pay the additional required fees.

4.3 You may order a limited number of Oracle Linux/Oracle VM-related Services Offering(s) under these Terms and Conditions, as listed in the Oracle Linux and Oracle VM support policies. For these Oracle Linux/Oracle VM-related Service Offering(s), the fees due for the initial Oracle Linux/Oracle VM Term and all subsequent Oracle Linux/Oracle VM Terms will be based on Oracle's then current Oracle Linux and Oracle VM Service Offering(s) pricing policies.

4.4 Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in these Terms and Conditions.

4.5 Oracle Linux/Oracle VM Service Offering(s) are invoiced in arrears of the Oracle Linux/Oracle VM Service Offering performance; specifically, Oracle Linux/Oracle VM Service Offering(s) fees are invoiced quarterly in arrears. The period of performance for all Oracle Linux/Oracle VM Services Offering(s) is effective upon the effective date of Your order.

5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

5.1 Oracle warrants that the Oracle Linux/Oracle VM Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Oracle Linux/Oracle VM Service Offering(s) warranty deficiencies within 90 days from performance of the defective Oracle Linux/Oracle VM Service Offering(s).

5.2 TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3 ORACLE DOES NOT GUARANTEE THAT THE COVERED PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT ORACLE LINUX/ORACLE VM SERVICE OFFERING AND ORACLE WILL REFUND TO CONTRACTOR THE FEES CONTRACTOR PAID TO ORACLE FOR THE DEFICIENT LINUX/ORACLE VM SERVICE OFFERING AND CONTRACTOR WILL, IN TURN, REFUND TO YOU THE FEES YOU PAID THE CONTRACTOR FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING.

6. TERMINATION

6.1 If the Contractor or You breaches a material term of Your order or Your Contract (including these Terms and Conditions) and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for the Oracle Linux/Oracle VM Service Offering(s) received under such order, plus applicable taxes (if any) and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your Contract (including these Terms and Conditions), You may not use the Oracle Linux/Oracle Service Offering(s) that are subject to the Contract.

6.2 Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

7. NONDISCLOSURE

7.1 By virtue of your order and these Terms and Conditions, the Contractor and You may have access to information that is confidential to one another or Oracle ("Confidential Information"). You agree to disclose only information that is required for the performance of obligations under Your order. Confidential Information shall be limited to Your Contract (including these Terms and Condition) with the Contractor and all information clearly identified as confidential at the time of disclosure.

7.2 Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

EXHIBIT F

7.3 Subject to applicable law, You, the Contractor, and Oracle agree not to disclose the other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. You, the Contractor, and Oracle may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under these Terms and Conditions. Nothing shall prevent either party from disclosing the terms or pricing under the Contract or orders submitted under the Contract in any legal proceeding arising from or in connection with the Contract or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

8. ENTIRE AGREEMENT

8.1 You agree that the Contract (including these Terms and Conditions) and the information which is incorporated by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for Oracle Linux/Oracle VM Service Offering(s) ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Oracle Linux/Oracle VM Service Offering(s).

8.2 It is expressly agreed that these Terms and Conditions and Your order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Oracle Linux/Oracle VM Service Offering(s) ordered. In the event of any inconsistencies between the rest of the Contract and these Terms and Conditions, these Terms and Conditions shall take precedence.

9. LIMITATION OF LIABILITY

ORACLE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORACLE LINUX/ORACLE VM SERVICE OFFERING(S) ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO ORACLE, AND IF SUCH DAMAGES RESULT FROM DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING(S), SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID TO ORACLE FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING(S) GIVING RISE TO THE LIABILITY.

10. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Oracle Linux/Oracle VM Service Offering(s). You agree that such export control laws govern Your use of any Oracle Linux/Oracle VM Service Offering(s) deliverables provided under these Terms and Conditions, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from Oracle Linux/Oracle VM Service Offering(s) (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

11. FORCE MAJEURE

With respect to Your order for Oracle Linux/Oracle VM Service Offering(s), neither You, Contractor or Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, epidemic, or telecommunications outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. You, Contractor or Oracle will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, You, Contractor or Oracle may cancel unperformed Oracle Linux/Oracle VM Service Offering(s) and affected orders upon written notice. This section does not excuse the obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Oracle Linux/Oracle VM Service Offering(s) ordered or delivered.

12. GOVERNING LAW

These Terms and Conditions and Your Oracle Linux/Oracle VM Service Offering(s) order are governed by the laws of Arizona.

13. ASSIGNMENT

You may not assign Your order or give or transfer the Oracle Linux/Oracle VM Service Offering(s) or an interest in them to another individual or entity. If You grant a security interest in the Oracle Linux/Oracle VM Service Offering(s), the secured party has no right to use or transfer those Oracle Linux/Oracle VM Service Offering(s).

EXHIBIT F**14. AUDIT**

Upon 45 days written notice, Oracle may audit Your use of the Oracle Linux/Oracle VM Service Offering(s). You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You shall be responsible for paying any underpaid fees related to use of the Oracle Linux/Oracle VM Service Offering(s). Contractor may assign its right to audit your use of the Oracle Linux/Oracle VM Service Offering(s) to Oracle. If the Contractor assigns its right to audit your use of the Oracle Linux/Oracle VM Service Offering(s) to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

15. SEGMENTATION

The purchase of Oracle Linux/Oracle VM Service Offering(s) or other service offerings, programs or products through the Contractor are all separate offers and separate from any other order. You understand that You may purchase Oracle Linux/Oracle VM Service Offering(s) or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products. You acknowledge that You have entered into the purchase through the Contractor without reliance on any financing or leasing arrangement with Oracle or its affiliate.

16. OTHER

16.1 You understand that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle. You, Contractor and Oracle are responsible for paying their own employees, including employment related taxes and insurance.

16.2 If any term of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of these Terms and Conditions.

16.3 Oracle Linux/Oracle VM Service Offering(s) are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Linux/Oracle VM Service Offering(s) in such applications.

16.4 Oracle is a third party beneficiary of any order placed under these Terms and Conditions, but does not assume any of Contractor's obligations thereunder.

16.5 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents.

EXHIBIT F

~~ORACLE LINUX AND ORACLE VM SERVICES SUPPLEMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM AND VERRAZZANO SERVICES v190712 012323.~~Effective 03/22/2023SUPPLEMENTAL PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE LINUX, ORACLE VM,
AND VERRAZZANO SERVICES

These Supplemental Public Sector Terms and Conditions ("Terms and Conditions") apply to the Oracle Linux, Oracle VM, and Verrazzano Services that you order from the Contractor through orders issued pursuant to the OMNIA contract to which these Terms and Conditions are attached and incorporated (the "Contract"). These Terms and Conditions shall take precedence over any conflicting terms in the Contract or any order issued pursuant to the Contract and shall govern Your use of the Oracle Linux/Oracle VM/ Verrazzano Service Offering(s) ordered from the authorized Oracle reseller or distributor ("Contractor").

1. DEFINITIONS

1.1 "You" and "your" refers to the ordering activity that has ordered services from an authorized distributor ("Contractor") under the contract.

1.2 The term "contract" refers to the Contractor's OMNIA contract.

1.3 The term "order" refers to the order placed under the contract inclusive of these terms expressly incorporated herein.

1.4 "Covered Programs" is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Covered Programs (available at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-089347.pdf>) for which you have ordered Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such services.

1.5 "Oracle Linux Service Offering(s)", "Oracle VM Service Offering(s)", and "Oracle Verrazzano Service Offering(s)" refer to Oracle Linux, Oracle VM and Oracle Verrazzano support services respectively as defined under the Oracle Open Source Support Policies.

1.6 The term "Service Offering(s)" means the Oracle Linux Service Offering(s), the Oracle VM Service Offering(s), and the Oracle Verrazzano Service Offering(s).

1.7 The term "Program Documentation" refers to the Program user manual and Program installation manuals. Program Documentations may be delivered with the Oracle Linux, Oracle VM and Oracle Verrazzano Programs. You may access the documentation online at <http://oracle.com/documentation>.

1.8 The term "term" is defined as the duration for which you have acquired the services.

2. SERVICE OFFERING(S)

2.1 Upon Oracle's acceptance of Your order, You have the limited right to receive the applicable Service Offering(s) solely for Your business operations and subject to the terms of the , including these Terms and Conditions and including the definitions and rules set forth in the order and the Program Documentation.

2.2 For purposes of the order Service Offering(s) consist of Oracle's technical support services level You may have ordered from Oracle or an authorized reseller for the Service Offering(s) (If ordered, Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Open Source Support Policies in effect at the time the Service Offering(s) are provided. The Oracle Open Source Support Policies, which are incorporated in Your Order, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Service Offering(s) provided during the period for which fees for the Service Offering(s) have been paid. Service Offering(s) are available for certain systems, and may be subject to additional restrictions as set forth in the Oracle Open Source Support Policies. You should review the Oracle Open Source Support Policies prior to entering into the order for the applicable Service Offering(s). You may access the current version of the Oracle Open Source Support Policies at <http://www.oracle.com/contracts>.

2.3 The Service Offering(s) are effective upon the effective date of Your order unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

2.4 The Service Offering(s) provided under Your Order are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Service Offering(s) under Your Order shall be provided under the terms of the appropriate license agreement that You accepted upon downloading and/or installing the Oracle Linux, Oracle VM and/or Oracle Verrazzano program(s). The Service Offering(s) may also include the right to use certain additional software or tools during the Support Term for which fees for Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

3. ORACLE LINUX AND ORACLE VM INDEMNIFICATION

3.1 Provided You are a current subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), if a third party makes a claim against you, including the U.S. Government, and its officers, employees and agents, that any covered programs furnished by Oracle, You for Your business operations infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following: Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);

- a. Give Oracle sole control of the defense and any settlement negotiations; and
- b. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.
- c. Notify Oracle promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);

3.2 If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to you terminate your right to receive indemnification for your further use of the Covered Programs specified, and refund any unused, prepaid service fees You have paid for the Covered Programs.

3.3 Notwithstanding the above, Oracle will not defend or indemnify you in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) your distribution of the Covered Programs; (b) your alteration of the Covered Programs; (c) your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Open Source Support Policies; (e) your use of the Covered Programs when you were not a subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) your claim, lawsuit, or action against a third party. For avoidance of doubt, this section specifically excludes, and no indemnification is provided for, the Verrazzano programs. **This section provides Your exclusive remedy from Oracle for any infringement claims or damages, liabilities, costs or expenses.**

4. FEES AND TAXES

4.1 Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in Your order. Service Offering(s) fees are invoiced in arrears of the performance of the Service Offering(s); specifically, Service Offering(s) fees are invoiced quarterly in arrears. The period of performance for all Services Offering(s) is effective upon the effective date of Your order.

4.2 You agree and acknowledge that You have not relied on the future availability of any services, programs or updates in executing Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver services that You have ordered per the terms of these Terms and Conditions.

5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

For the sake of clarity, this is the Oracle warranty; nevertheless, it shall be accessed by you through the Contractor.

5.1 Oracle warrants that the Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Service Offering(s) warranty deficiencies within 90 days from performance of the defective services.

5.2 TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3 ORACLE DOES NOT GUARANTEE THAT ANY PROGRAMS ASSOCIATED WITH THE SERVICE OFFERING(S) (INCLUDING BUT NOT LIMITED TO THE ORACLE LINUX, ORACLE VM, OR ORACLE VERRAZZANO PROGRAMS) WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

5.4 FOR ANY BREACH OF THE ABOVE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICE OFFERING(S) PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICE OFFERING(S) AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICE OFFERING(S).

6. TERMINATION

6.1 If the Contractor or You breaches a material term of Your order or Your Contract (including these Terms and Conditions) and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for the Service Offering(s) received under such order, plus applicable taxes (if any) and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your Contract (including these Terms and Conditions), You may not use the Service Offering(s) that are subject to the Contract.

6.2 Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

7 NONDISCLOSURE

7.1 By virtue of your order, Oracle and you may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under your order and these Terms and Conditions. Confidential Information shall be limited to the terms and pricing under these Terms and Conditions and all information clearly identified as confidential at the time of disclosure.

7.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

7.3 Subject to applicable law, You, the Contractor, and Oracle agree not to disclose the other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. You, the Contractor, and Oracle may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under these Terms and Conditions. Nothing shall prevent either party from disclosing the terms or pricing under the Contract or orders submitted under the Contract in any legal proceeding arising from or in connection with the Contract or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

8 ENTIRE AGREEMENT

8.1 You agree that the Contract (including these Terms and Conditions) and the information which is incorporated by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for Service Offering(s) ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Service Offering(s).

8.2 It is expressly agreed that these Terms and Conditions and any Oracle terms distributed to you by Contractor and expressly included in your order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Service Offering(s) ordered. In the event of any inconsistencies between the rest of the Contract and these Terms and Condition, these Terms and Conditions shall take precedence. These terms may not be modified and the rights and restrictions may not be altered or waived except in writing signed by authorized representatives of You and the Contractor. Any notice required under these terms and conditions shall be provided to the other party in writing.

9 LIMITATION OF LIABILITY

NEITHER YOU NOR ORACLE NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S AND ITS AFFILIATES' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE STCS OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID TO ORACLE UNDER THE ORDER, AND IF SUCH DAMAGES RESULT FROM SERVICE OFFERING(S), SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID TO ORACLE UNDER SUCH ORDER FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY. THIS SECTION SHALL NOT BE CONSTRUED TO LIMIT ORACLE'S INDEMNIFICATION OBLIGATION OR YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIMS OR DAMAGES, LIABILITIES, COSTS OR EXPENSES UNDER SECTION 3 (ORACLE LINUX AND ORACLE VM INDEMNIFICATION) ABOVE.

10 EXPORT

Export laws and regulations of the United States and any other relevant local export laws may apply to the Service Offering(s). You agree that such export control laws govern your use of any Service Offering(s) deliverable provided under the contract, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from Service Offering(s) (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, biological weapons proliferation, or development of missile technology.

11 FORCE MAJEURE

Oracle shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by Oracle; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of Oracle. Oracle will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, you will terminate for convenience the contract unless the parties agree otherwise in writing. This section does not excuse Oracle's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for Service Offering(s) ordered or delivered.

12 GOVERNING LAW

These Terms and Conditions and Your Oracle Linux/Oracle VM Service Offering(s) order are governed by the laws of Arizona.

13 ASSIGNMENT

You may not assign orders or give or transfer the Service Offering(s) or an interest in them to another individual or entity. If you grant a security interest in the Service Offering(s), the secured party has no right to use or transfer those Service Offering(s) and if You decide to finance Your acquisition of any Service Offering(s), You will follow Oracle's policies, regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or separately licensed third party technology licensed under open source or similar license terms.

14 AUDIT

Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Oracle may audit your use of the services. You agree to cooperate with Oracle's audit, and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing

any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for either a) paying any underpaid fees related to use of the services and Oracle or the Contractor, as the case may be, shall submit a contract modification to document the amount of such fees, or b) for discontinuing noncompliant use. Oracle shall not be responsible for any costs incurred by you in cooperating with the audit. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the Nondisclosure provision of these Terms and Conditions.

15 SEGMENTATION

The purchase of Service Offering(s) or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Service Offering(s) or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products by Oracle.

16 OTHER

16.1 Oracle is an independent contractor and you agree that no partnership, joint venture, or agency relationship exists between you and Oracle or between Contractor and Oracle. Each party will be responsible for paying its own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendors' products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf..

16.2 If any term of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of these Terms and Conditions.

16.3 The Service Offering(s) are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Linux/Oracle VM Service Offering(s) in such applications.

16.4 Oracle is a third party beneficiary of any order placed under these Terms and Conditions, but does not assume any of Contractor's obligations thereunder..

16.5 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents.

EXHIBIT F G**OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): (www.gsa.gov).
- 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
- 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase this coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-

room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

DLT SOLUTIONS LLC, PO BOX 743359, ATLANTA GA 30374

PRICING SHEET: NIGP CODE 20655

Terms:	NET 30
Vendor Number:	VC0000005421
Certificates of Insurance	Required
Contract Period:	To cover the period ending November 30, 2023 2028.



Price Quotation

Quote: 5341087
 Reference: 1993779
 Date: 02/06/2026
 Expires: 02/27/2026

To: Jessica Atondo
 Yuma County (AZ)
 198 S Main Street
 Yuma, AZ 85364

From: Bianca Bonilla
 DLT Solutions, LLC
 2411 Dulles Corner Park
 Suite 800
 Herndon, VA 20171

Phone: (928) 373-1033
 Fax:
 Email: Jessica.Atondo@yumacountyaz.gov

Phone: (703) 708-9635
 Fax: (703) 708-9635
 Email: bianca.bonilla@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	9891-32360516	B91079	MSTATE-ORCL-USC	2080	\$92.85714	\$193,142.85
Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Named User QTY: 130 Services Period: 16 Months PoP: 3/1/2026 through 6/30/2027						
2	9891-32360526	B91082	MSTATE-ORCL-USC	160	\$92.8571	\$14,857.14
Oracle Fusion Procurement Cloud Service - Hosted Named User QTY: 10 Services Period: 16 Months PoP: 3/1/2026 through 6/30/2027						
3	9891-32360517	B91080	MSTATE-ORCL-USC	8000	\$2.97143	\$23,771.44
Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service - Hosted Named User QTY: 500 Services Period: 16 Months PoP: 3/1/2026 through 6/30/2027						
4	9891-32360527	B91083	MSTATE-ORCL-USC	2080	\$1.18857	\$2,472.23
Oracle Fusion Procurement for Self Service Cloud Service - Hosted Named User QTY: 130 Services Period: 16 Months PoP: 3/1/2026 through 6/30/2027						
5	9891-316265	B85800	MSTATE-ORCL-USC	24000	\$2.22857	\$53,485.68
Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee QTY: 1500 Services Period: 16 Months PoP: 3/1/2026 through 6/30/2027						
6	9891-31914	B110322	MSTATE-ORCL-USC	24000	\$1.04	\$24,960.00
Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual QTY: 1500 Services Period: 16 Months PoP: 3/1/2026 through 6/30/2027						



Price Quotation

Quote: 5341087
 Reference: 1993779
 Date: 02/06/2026
 Expires: 02/27/2026

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
7	9891-240539	B75365	MSTATE-ORCL-USC	24000	\$0.44571	\$10,697.04
Oracle Fusion Time and Labor Cloud Service - Hosted Named User QTY: 1500 Services Period: 16 Months PoP: 3/1/2026 through 6/30/2027						
8	9891-311103	B84490	MSTATE-ORCL-USC	1	\$14,857.14	\$14,857.14
Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each QTY: 1 Services Period: 16 Months PoP: 3/1/2026 through 6/30/2027						
9	9891-316264	B85242	MSTATE-ORCL-USC	16000	\$0.74286	\$11,885.76
Oracle Fusion Learning Cloud Service - Hosted Named User QTY: 1000 Services Period: 16 Months PoP: 3/1/2026 through 6/30/2027						
10	9891-250078	B73948	MSTATE-ORCL-USC	160	\$8.9143	\$1,426.29
Fusion WebCenter Forms Recognition Cloud Service - Hosted 1,000 Records QTY: 10 Services Period: 16 Months Oracle Fusion Document Recognition Cloud Service - Hosted 1,000 Records PoP: 3/1/2026 through 6/30/2027						
11	9891-32360514	B91066	MSTATE-ORCL-USC	24000	\$1.33714	\$32,091.36
Fusion Talent Management and Workforce Compensation Cloud Service - Hosted Named User, Monthly QTY: 1500 Services Period: 16 Months PoP: 3/1/2026 through 6/30/2027						



Price Quotation

Quote: 5341087
 Reference: 1993779
 Date: 02/06/2026
 Expires: 02/27/2026

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
	NOTE					
	"End User Terms Option Periods You shall have an option to renew your subscription for the same services listed in this order at the same usage limits for Two (4) additional 12-month renewal periods, each "Option Period" for additional fees to be determined by the Oracle authorized partner. Professional Services are not included in the Option Periods. You must provide the Oracle authorized partner a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise an Option Period and execute an order for the new option period prior to the expiration date of the existing service period. The Cloud Services listed above may not be renewed at the option period pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order." "End User Terms AI Terms The Oracle Artificial Intelligence Terms ("AI Terms") apply to artificial intelligence ("AI") systems, and Your and Your Users use of related AI functionality, that is included in Your Cloud Services. The AI Terms are included in the Service Specifications for Your Cloud Services and remain subject to update pursuant to the terms of Your Agreement. A current version of the AI Terms may be accessed at https://www.oracle.com/contracts."					
	NOTE					
	"End User Terms Non-Appropriation In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense upon written notice to the reseller and to Oracle; provided, however, that: (a) for each of the whole or partial 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each whole or partial 12-month purchase order shall signify to Oracle that all funds for the given whole or partial 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's and the reseller's receipt of Your notice of non-appropriation."					
	NOTE					
	Pricing for the 16-month period of performance is contingent upon receipt of the revised and approved NOBA at or before the issuance of Yuma County's purchase order for the first four (4) months of the period of performance which is expected on or before 2/27/2026.					

Total

\$383,646.93



Price Quotation

Quote: 5341087
Reference: 1993779
Date: 02/06/2026
Expires: 02/27/2026

Contract Serial No. 180233-001
Contract Expires: 11/30/2028
UEI - F1N2KDGBDTU8
Federal ID #: 54-1599882
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
Ship Via: Fedex Ground/UPS

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT SERIAL NUMBER 180233. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of Steve Wells at cpars@dlit.com.

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:

- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

The Quote Number referenced above incorporates Oracle's Technical Support Policies located at:

<http://www.oracle.com/us/support/policies/index.html>. Issuance of an order pursuant to this quote is acknowledgement and acceptance of these terms and conditions. Please reference and incorporate this Quote Number on your purchase order.

AIR-14246**Consent Calendar 9.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** City of Yuma Purchase of Tax Deeded Parcel No. 696-04-900**Submitted by Agency Head:** Frank Sanchez **Prepared by:** Frank Sanchez**Department:** Engineering**Special District(s):****Strategic Priorities:** Healthy & Safe Communities

Information**1. REQUESTED BOARD ACTION:**

Engineering: Per ARS §42-18303, authorize the Chairman to sign a deed for Parcel No. 696-04-900 from the March 2026 Tax Deeded Property Auction List and accept the offer in the amount of \$100.00 for the parcel as submitted by the City of Yuma.

2. SUMMARY:

Parcel No. 696-04-900 was acquired by the State of Arizona through the property tax lien process due to nonpayment of taxes and was added to the March 2026 Tax Deeded Property Auction list.

On November 13, 2025, the Department of Engineering submitted an offer in the amount of \$100, on behalf of the City of Yuma to acquire the parcel for transportation and/or flood control purposes. The City of Yuma wishes to acquire this parcel for both flood control purposes and transportation.

ARS §42-18303(E) states that the Board of Supervisors "may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town or special taxing district in the county for a public purpose related to transportation or flood control. The board of supervisors shall convey the deed and apportion the monies received in the transaction in the manner prescribed by this section."

ARS §42-18303(H) states that if an offer under subsection E of this section is pending at the time of the auction under this section, the Board of Supervisors shall remove the property from the auction.

3. RECOMMENDED MOTION:

Per ARS §42-18303, authorize the Chairman to sign a deed for Parcel No. 696-04-900 from the March 2026 Tax Deeded Property Auction List and accept the offer in the amount of \$100.00 for the parcel as submitted by the City of Yuma.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 02/10/2026.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/10/26

Fiscal Impact

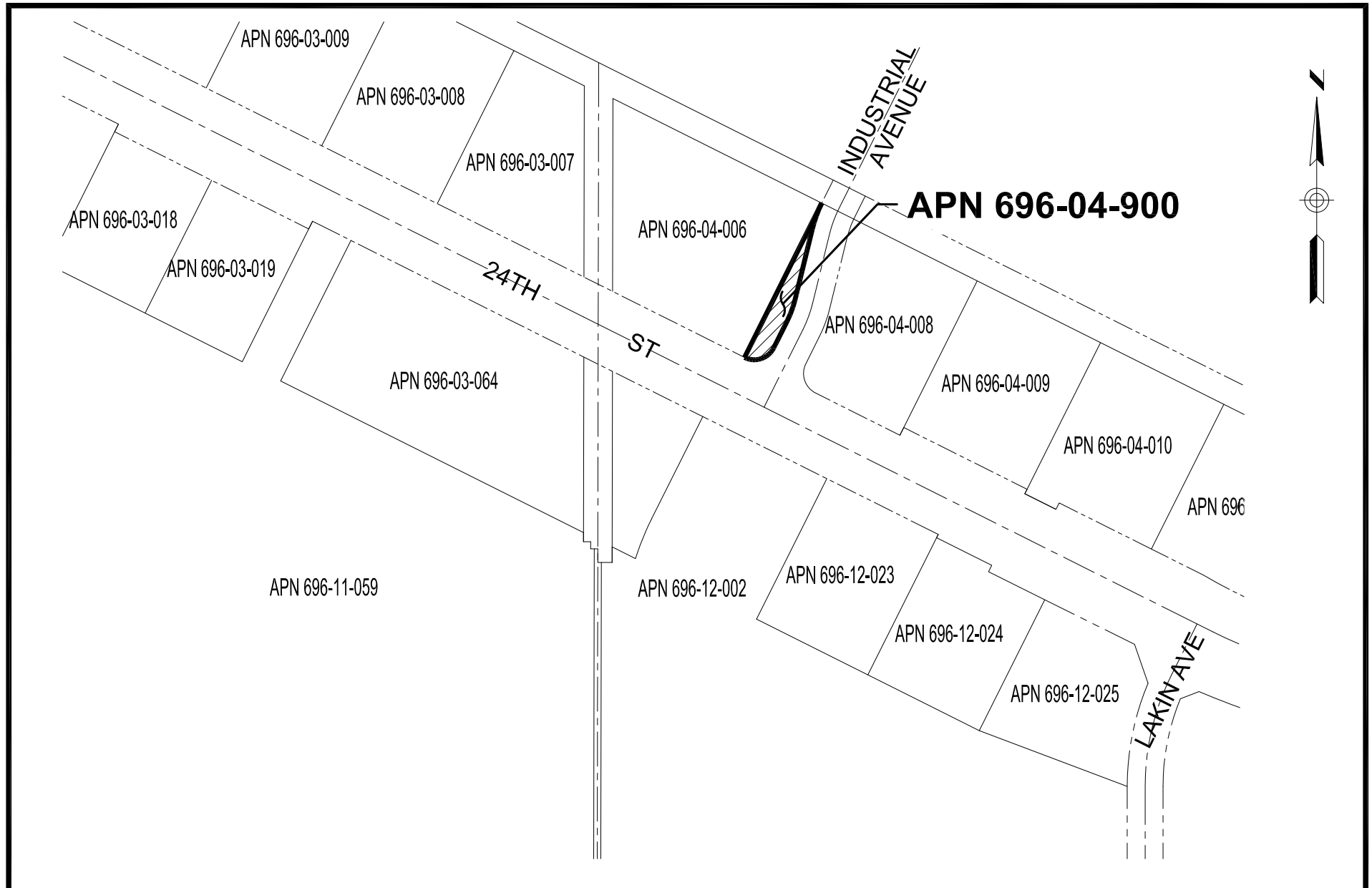
Attachments

Exhibit "A" Parcel No. 696-04-900

Deed

EXHIBIT FOR: VERONICA CEDA, RIGHT OF WAY AGENT

Thu, 13 Nov 2025 - 9:45am, P:\Engineering\Civil_CADD_Section\CivilDwg\Proj\Exhibits\Tax Deed Locations\Tax Deed Locations.dwg



NOT TO SCALE

YUMA COUNTY DEPARTMENT OF ENGINEERING
TAX DEED / 696-04-900
EXHIBIT "A"

DATE: 11/13/2025 rrh

Please mail original document

To:

David Wostenberg
City of Yuma Engineering
155 W. 14th Street
Yuma, AZ 85364-1436

DEED

KNOW ALL MEN BY THESE PRESENTS:

That pursuant to Arizona Revised Statute § 42-18303, providing for the sale of lands purported to be held by the State under Tax Deeds, the Board of Supervisors has sold the interest of the State of Arizona held under Tax Deed noted below as recorded in the Yuma County Recorder's Office, Yuma County, Yuma, Arizona, to wit:

Fee #: 2024-25010

Page: 1

Parcel: 696-04-900

Legal Description:

Situated in the County of Yuma and State of Arizona:

Subdivision: Tract A, GATEWAY PLAZA INDUSTRIAL PARK UNIT 1, according to Book 11 of Plats, Page 71 and 72, records of Yuma County, Arizona.

TO: City of Yuma

the purchaser thereof, and hereby transfers to said purchaser all right, title, and interest of the County in and to the property described above.

IN WITNESS WHEREOF, this instrument is signed this _____ day of February, 2026 by the Chairman and the Clerk of the Board of Supervisors of Yuma County

THE STATE OF ARIZONA

By: _____
Martin Porchas, Chairman
Yuma County Board of Supervisors

ATTEST:

Desiree Gunderman, Clerk of the Board

STATE OF ARIZONA)

)ss.

County of Yuma)

This instrument was acknowledged before me on this _____ day of February, 2026, by Martin Porchas, Chairman of the Yuma County Board of Supervisors, and by Desiree Gunderman, Clerk of the Board of Supervisors, State of Arizona, known to me to be the persons whose names are subscribed to the foregoing instrument and who acknowledged to me that they executed the same for and on behalf of the State of Arizona for the purpose and consideration expressed herein.

Notary Public

My Commission Expires: _____

AIR-14232**Consent Calendar 10.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** Authorize the Purchase of a Full Body Scanner from LINEV Systems**Submitted by Agency Head:** Leon Wilmot **Prepared by:** Adriana Alvarado**Department:** Sheriff**Special District(s):** Jail District**Strategic Priorities:**

Information**1. REQUESTED BOARD ACTION:**

Sheriff's Office: Authorize the purchase of a Full Body Scanner for the Yuma County Detention Center from LINEV Systems in the amount of \$172,475.00 plus sales tax, using the Arizona State Procurement Office, State Contract No. CTR055418 and funds received from the Arizona Department of Public Safety through the Local Border Support Grant Agreement, Agreement No. 2025-083.

2. SUMMARY:

A full body scanner can detect contraband hidden in a body cavity. Detainees at the Yuma County Detention Center can walk through the scanner wearing their jackets, shoes and other pieces of clothing and the device can detect anything from an object hidden inside a cast, to a weapon inside a body cavity or drugs in a detainee's stomach. The full body scanner will help detention officers identify contraband and prevent its entry into the facility, improving the security of the Yuma County Jail.

3. RECOMMENDED MOTION:

Authorize the purchase of a Full Body Scanner for the Yuma County Detention Center from LINEV Systems in the amount of \$172,475.00 plus sales tax, using the Arizona State Procurement Office, State Contract No. CTR055418 and funds received from the Arizona Department of Public Safety through the Local Border Support Grant Agreement, Agreement No. 2025-083.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration. L.Gomez 02/03/26

5. COUNTY ATTORNEY:

Approved as to form.

B. Kerekes

February 10, 2026

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/10/26

Fiscal Impact

General Ledger Fund Name:

Project #:

Funds Available Y / N:

Grants/Projects - Title:

Award #:

Account #: 02306.02.3300.45495

Fiscal Impact/Budget Amendment Resolution No.:

Attachments

scanner quote

LBS Agreement



13631 Poplar Circle
 Conroe, TX 77304
 Phone: 936.588.2064
 Brandon Trumbo
Btrumb@linevsystems.com

DATE	1/14/2026
QUOTE #	Yuma AZ_SmartDV
VALID UNTIL	2/13/2026

CUSTOMER

Lieutenant T. Gomez
 Yuma County Sheriff's Office
 200 W Court St
 Yuma, AZ 85364
Tristan.Gomez@YCSO.yumacountyaz.gov

TERMS

Payment: Net 30 Days
 Shipping: 90 Days / ARO
 Delivery: EX-WORKS Conroe
 Warranty: 12 Months

ITEMS	QTY	UNIT PRICE	AMOUNT
SMART SV - DIGITAL FULL BODY SCREENING SYSTEM	1	\$109,975.00	\$ 109,975.00
Includes all hardware and software necessary for complete operational functions			
Excludes Networking			
Contract # CTR055418			
ANCILLARY EQUIPMENT (OPTIONAL)			
UPGRADE OF SINGLE VIEW TO DUAL VIEW	1	\$ 62,500.00	\$ 62,500.00
Kit includes second generator, high-resolution X-ray detector line, HD monitor, upgraded computer			
Contract # CTR059028			
INSTALLATION AND ON-SITE TRAINING	1	\$ 10,865.00	Included
ON-SITE TRAINING	1	\$ 4,500.00	Included

TERMS AND CONDITIONS

1. Payment Terms: 30% Deposit on PO, 70% at Customer Signoff.
 2. These prices do not include sales tax, if applicable.
 3. Purchase Orders shall be written to:
Linev Systems US, Inc., 13631 Poplar Circle, Conroe, TX :
 4. Late fees may be applied to past due invoices.
<https://linevsystems.us/terms-and-conditions/>

Subtotal	\$ 172,475.00
Shipping	\$ -
Tax rate	0%
Tax due	\$ -
TOTAL	\$ 172,475.00

DPS CONTRACT No. 2025-083

AGREEMENT REGARDING LOCAL BORDER SUPPORT

This Agreement is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and Yuma County Sheriff (YCS). YCS will perform its roles in this Agreement.

The purpose of the Agreement shall be to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within Yuma County, through the cooperative efforts of DPS and the YCS – Local Border Support, hereinafter referred to as "LBS."

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions.

I. PARTICIPATION

Utilizing Local Border Support ("LBS") funds, DPS agrees to fund, as further described in Section II, capital and non-capital equipment.

II. DISBURSEMENT

DPS agrees to disburse LBS funding for equipment as requested in the Local Border Support application at a total of \$2,751,700.02. The award shall include funding in the amount of \$1,360,000.02 for dispatch radio consoles for the Yuma County Primary (two consoles for Yuma County Sheriff, two consoles for San Luis Police Department, two consoles for Somerton Police Department, one console for Yuma County Juvenile Justice Court, two consoles for Cocopah Police Department, two consoles for Quechan Police Department, and one console for Arizona West College Police Department).

Funding in the amount of \$570,000 is awarded for dispatch radio consoles for Yuma County Interoperability. This award shall include funding in the amount of \$500,000 for the La Paz County Primary: \$250,000 for the La Paz County Sheriff's Office and \$250,000 for the Colorado River Indian Tribe Police Department.

This award shall also include funding for the Yuma County Detention Facility in the amount of \$256,700 for miscellaneous equipment and funding for one (1) semi-truck in the amount of \$65,000.

III. IMMIGRATION

Both parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NON-DISCRIMINATION

Both parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

DPS Contract No. _____

V. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees, hereinafter collectively referred to as "claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

VI. RECORDKEEPING

All records regarding the Agreement, including the deputies' time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

VII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the Agreement.

VIII. JURISDICTION

YCSO agrees to permit its deputies to work outside of their regular jurisdictional boundaries.

IX. ARBITRATION

In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

X. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XI. EFFECTIVE DATE/DURATION

The terms of this Agreement shall become effective on July 1, 2024 and shall remain in effect until June 30, 2026. All equipment must be received and fully paid for by June 30, 2026. Any funds unexpended will be deobligated and returned to DPS.

XII. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XIII. CANCELLATION

This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

XIV. TERMINATION

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property purchased by a party pursuant

DPS Contract No. _____

to that party's respective duties pursuant to this Agreement shall be returned to the purchasing party upon termination of this Agreement for any reason.

Any notice required to be given under the Agreement will be provided by mail to:

Philip L. Case, Budget Officer
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638

Sheriff Leon N. Wilmot
Yuma County Sheriff
141 S. 3rd Avenue
Yuma, AZ 85364

XV. VALIDITY

This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provision shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: 
Jeffrey D. Glover, Director
Arizona Department of Public Safety

DATE: 5/27/2025

YUMA COUNTY

BY: 
Mr. Martin Porchas, Chair

DATE: 5-5-25

ATTEST:


Clerk of the Board

DATE: 05/05/25

APPROVED:

BY: 
Sheriff Leon Wilmot

DATE: 05/14/2025

ARIZONA DEPARTMENT OF PUBLIC SAFETY
INTEROFFICE MEMORANDUM



JEFFREY GLOVER
DIRECTOR

DATE: May 19, 2025
TO: Lt. Colonel Deston Coleman, Deputy Director
FROM: Dreamlyn Williams, Highway Patrol Impact & Strategy Manager
SUBJECT: **LOCAL BORDER SUPPORT AGREEMENTS**

FOR: ☐ Action ☐ Decision ☐ Information ☒ Signature

Local Border Support agreements have signed and returned by the following agency:

- Yuma CSO in the amount of \$2,751,700.02

The provided agreement will need to be signed and fully executed by the Director or Deputy Director. Please feel free to contact me with any questions.

AIR-14241**Discussion 1.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** CDBG FY2026 - Prioritize Proposed Projects for the Upcoming CDBG Cycle**Submitted by Agency Head:** Diana Veloz **Prepared by:** Maria DelosReyes**Department:** County Administrator/Grants**Special District(s):****Strategic Priorities:**

Information**1. REQUESTED BOARD ACTION:**

County Administration/Grants: Discussion and possible action to prioritize the proposed projects for the Fiscal Year 2026 Community Development Block Grant applications to the Arizona Department of Housing that best address community needs and align with the Board of Supervisors' priorities.

2. SUMMARY:

The Arizona Department of Housing (ADOH) receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) for non-entitlement communities in Arizona. CDBG funding is divided into three categories: Regional Account, State Special Projects, and Colonias.

Yuma County shares the Regional Account allocation with the City of San Luis, the City of Somerton, and the Town of Wellton, alternating the 50/50 allocation between the two entities each year. In this upcoming fiscal year 2026, the County and the Town of Wellton will be the recipients, although the specific allocation amount is not yet determined.

The Board of Supervisors has the authority to select projects for submission to ADOH, ensuring all chosen projects meet CDBG requirements. ADOH allows the County to submit up to three projects for Regional Account funding and one project each for State Special Projects and Colonia applications. State Special Projects and Colonia funding are competitive, with Colonia funds reserved for designated Colonia areas and limited to water, wastewater, or housing projects.

Staff conducted the first required Public Hearing for the Community Development Block Grant (CDBG) application process on December 2, 2025. The purpose of the hearing was to solicit public input and gather project suggestions that address community needs and align with CDBG program objectives. As part of the outreach effort, staff invited more than 30 local nonprofit agencies to apply for CDBG Regional funding, with applications due by January 9, 2026.

By the deadline, four applications were received, all of which meet the National Objective of benefiting Low- to Moderate-Income (LMI) persons. The Board is now requested to

review and prioritize these proposed projects. This prioritization will enable staff to conduct further research, evaluate project feasibility, and prepare formal application proposals for submission. It is recommended that approximately 18 percent of the total CDBG allocation be set aside to cover grant administration and compliance costs, ensuring proper oversight and successful implementation of the funded projects.

Regional Account applications must be submitted to the Western Arizona Council of Governments (WACOG) by May 15, 2026, for approval before submission to the State. The Notice of Funding for FY 2026 State Special Projects and Colonia is expected from ADOH in mid-2026.

3. RECOMMENDED MOTION:

Discussion and possible action to prioritize the proposed projects for the Fiscal Year 2026 Community Development Block Grant applications to the Arizona Department of Housing that best address community needs and align with the Board of Supervisors' priorities.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration.L.Gomez 02/09/26.

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 02.09.2026.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/9/26

Fiscal Impact

Attachments

Projects Summaries
FY26 CDBG Project Ranking
Applications (4)
Powerpoint
Ranking Spreadsheet

CDBG Project Summary

CDBG RA

Yuma Community Food Bank **\$300,000**

- CDBG funds will be used to replace the existing 20-year-old, 20" x 50' freezer with a new 20' x 60' Energy Star–certified, code-compliant unit, including additional subflooring to accommodate the extra 10 feet. The upgraded freezer will improve energy efficiency, ensure consistent temperature control, and comply with current health and safety standards.

Comite de Bien Estar- Las Casitas Apartments Window Replacement and A/C Units **\$175,000**

- CDBG funds will be used to replace 260 non-energy efficient windows across 76 units and upgrade 12 outdated HVAC systems at Las Casitas Apartments. This project builds upon the improvements begun under the FY 2024 CDBG RA

Housing America Corporation **\$75,000**

- CDBG funds will be used to replace 78 non-energy efficient windows across 16 units and complete an ADA-compliant modification to one unit. The accessibility upgrades will feature accessible entryways, widened doorways, and fully accessible kitchen and bathroom elements, enhancing safety, accessibility, and compliance with applicable standards.

Campesinos Sin Fronteras **\$110,000**

- CDBG funds will be used to assist 20 low-income households by addressing urgent health, safety, energy-efficiency, and accessibility needs in owner-occupied homes, while preserving existing affordable housing.

CDBG SSP

Ferguson Lateral Canal: West Main Canal to 5th Street Multi-Use Pathway Project **\$500,000**

- CDBG funds will be used to provide a safe, multi-purpose walking and biking pathway to improve safety, accessibility, and quality of life for residents of the Avenue B & C Colonia in Yuma County. The project addresses the lack of safe pedestrian infrastructure in the area, particularly for children who currently must travel along 5th Street, a narrow and heavily trafficked roadway where speeding is common and sidewalks are absent.

Yuma County – Tacna Park ADA Restroom **\$500,000**

- CDBG funds will be used to enhance safety and improve the functionality of Kiwanis Tacna Park. The proposed project seeks to address an identified accessibility gap by installing a modular restroom that is fully ADA-compliant, along with an adult changing station to accommodate individuals with special needs. The project will also include the installation of a dedicated septic system to support the new facilities, ensuring proper sanitation, compliance with health regulations, and improved accessibility for all users.

CDBG COLONA

Yuma County- Owner Occupied Housing Rehabilitation Program **\$500,000**

- CDBG funds will be used to rehabilitate five (5) homes serving low-moderate income households, addressing health, safety, and accessibility needs.

CDBG BOS PROJECT RANKING

AGENCY		PROJECT REQUEST	ESTIMATED AMOUNT	Eligible Projects		Category	BOS RANK #	
CDBG Regional Account \$464,000 estimated allocation								
Estimated FY2026 CDBG Regional Allocation			\$ 464,000	Eligible Projects		Category	BOS RANK #	
Estimated 18% Administration			\$ 83,520					
TOTAL ESTIMATED FUNDS FOR PROJECTS			\$ 380,480	YES	NO			
A	Yuma Community Food Bank	This project will replace an existing 20-year-old freezer with a new ENERGY STAR–certified, code-compliant unit to ensure safe storage of donated food.	\$ 300,000.00	X		LM Benefit: Limited Clientele	\$ -	0
B	Comite De Bienestar	This project will install new energy-efficient, double-pane windows in 76 residential units and replace 12 HVAC units to improve energy efficiency and living conditions.	\$ 175,000.00	X		LM Benefit: Limited Clientele	\$ -	0
C	Housing America	This project will install energy-efficient, double-pane windows in 16 HUD-assisted units, and complete a full ADA-compliant modification to one unit to improve accessibility.	\$ 75,000.00	X		LM Benefit: Limited Clientele	\$ -	0
D	Campesinos Sin Fronteras	This project is intended to assist 20 low-income households by addressing urgent health, safety, energy-efficiency, and accessibility needs in owner-occupied homes, while preserving affordable housing needs.	\$ 110,000.00	X		LM Benefit: Limited Clientele	\$ -	0
			\$ 660,000.00				\$ -	
CDBG Special State Projects								
	AGENCY	PROJECT REQUEST	ESTIMATED AMOUNT				BOS RANK #	
E	Ferguson Lateral Canal: West Main Canal to 5th Street Multi-Use Pathway Project.	This project will construct a safe, multi-use pathway for walking and biking to improve pedestrian and cyclist safety while enhancing accessibility in the residential area.	\$ 500,000.00			LM Benefit: Limited Clientele	\$ -	\$ -
F	Tacna Kiwanis Park - New Construction of an ADA Bathroom with septic system	This project will install a modular, ADA-accessible restroom and an adult changing station, including the construction of a septic system, to address an identified need.	\$ 500,000.00			*Special Survey is required	\$ -	\$ -
			\$ 1,000,000.00					
CDBG Set-a-Side COLONIA								
	AGENCY	PROJECT REQUEST	ESTIMATED AMOUNT				BOS RANK #	
G	Yuma County	Yuma County Housing Rehabilitation Program provides eligible low-income households with repairs to address health, safety, and accessibility needs.	\$ 500,000.00			LM Benefit: Limited Clientele	\$ -	\$ -
			\$ 500,000.00					

CAMPESINOS SIN FRONTERAS

Program Overview

Completed by esanchez@campesinossinfronteras.org on 12/9/2025 3:04 PM

Case Id: 30735

Name: Campesinos Sin Fronteras - 2026

Address: 663 E Main St Suite A, PO BOX 423, Somerton,

Program Overview

Please provide the following information.



Yuma County, AZ
Community Development Block
Grant (CDBG)
CDBG-Public Facilities and
Infrastructure

Yuma County Administration-Grants
197 South Main Street
Yuma, AZ, 85364
(928) 373-1167
veronica.garcia@yumacountyaz.gov

Community Development Block Grant (CDBG) is a federal program funded through the United States Department of Housing and Urban Development (HUD) and authorized by Title I of the Housing and Community Development Act of 1974. Funds are allocated through the Arizona Department of Housing to the Western Arizona Council of Governments (WACOG). Yuma County applies for the funding every two years as determined by WACOG's regional method of distribution.

Purpose of CDBG:

The purpose of CDBG is to assist in the development of viable urban (and rural) communities by providing decent housing and suitable living environments and expanding economic opportunities, primarily for persons of low and moderate-income. CDBG projects must meet one of the three national objectives established by Congress:

- Address an urgent need, i.e. activity in a disaster area, or health hazard.
- Benefit at least 51% of low and moderate income people.
- Aid in the prevention or elimination of slum or blight.

CDBG eligible activities include:

- Street, water, and wastewater improvements.
- Housing rehabilitation or the purchase of land for a new housing development.
- Construction of or improvements to public facilities, libraries, parks, health clinics, and shelters for domestic violence victims or the homeless.
- Planning and Administration

A. Organization Information

Completed by lcruz@campesinosinfronteras.org on 1/8/2026
11:05 AM

Case Id: 30735

Name: Campesinos Sin Fronteras - 2026

Address: 663 E Main St Suite A, PO BOX 423, Somerton,

A. Organization Information

Please provide the following information.

A.1. What type of organization is the company setup as?

Non-Profit

☒ **501 (c) (3) IRS Determination Letter or other IRS document verifying tax-exempt status *Required**

501(c)(3), if non profit (1).pdf

☒ **Articles of Incorporation *Required**

CSF Articles of Incorporation.pdf

☒ **Certification of Good Standing *Required**

10.03.25 CSF_s Cert of Good Standing_State of AZ Corporation Commission.pdf

☒ **Current Board Members *Required**

CSF Board Members 12.01.2025.pdf

☒ **Current By-Laws *Required**

CSF Bylaws as of Jan 27, 2025 Final.pdf

☒ **Two most recent audited financial statements, or current financial statement if audit is not require *Required**

FY23_Campesino Sin Fronteras - Financial Statements FINAL.pdf

FY24_Campesinos Sin Fronteras - Financial Statements 2.5.25 2.pdf

A.2. Organization Name:

Campesinos Sin Fronteras

A.3. Organization Address:

663 E Main St Suite A PO BOX 423 Somerton, AZ 85350--0423

A.4. Organization Phone Number:

(928) 627-5995

A.5. Unique Entity Identifier Number: For additional information, please click [HERE](#).

860944114

Contact Person Information

A.6. Contact First Name:

Emma

A.7. Contact Last Name:

Torres

A.8. Contact Phone Number:

(928) 446-7817

A.9. Contact Email:

etorres@campesinossinfronteras.org

A.10. Project Name:

Revive Housing Rehabilitation Program

A.11. Total Project Cost:

\$110,000.00

B. Project Narrative

Completed by lcruz@campesinosinfronteras.org on 1/8/2026
11:06 AM

Case Id: 30735

Name: Campesinos Sin Fronteras - 2026

Address: 663 E Main St Suite A, PO BOX 423, Somerton,

B. Project Narrative

Please provide the following information.

B.1. Provide the project narrative. Describe the activity and what it will accomplish. Describe the project location and who the project will serve. Describe in detail the problems, conditions and other factors that indicate the need for the activity.

The proposed Campesinos Sin Fronteras (CSF) Housing Rehabilitation Program will provide critical home rehabilitation assistance to 20 low-income and very-low-income households, with a particular focus on senior homeowners in the communities of San Luis, Somerton, Gadsden, and surrounding Colonias. The program is designed to address urgent health, safety, energy-efficiency, and accessibility needs in owner-occupied homes while preserving existing affordable housing. CSF brings more than 25 years of experience conducting self-help home rehabilitation programs in Yuma County, ensuring the effective and compliant delivery of housing assistance to low-income households. This long-standing presence and familiarity with local housing conditions allows CSF to efficiently identify needs and implement appropriate rehabilitation solutions. Eligible rehabilitation activities will include repair or replacement of air conditioning (HVAC) systems, electrical and plumbing repairs, replacement of essential household appliances, accessibility improvements, and installation of ADA-style showers for seniors and individuals with mobility limitations. These improvements target the most serious deficiencies identified in aging homes and directly impact household safety, health, and daily functioning. The project's primary goal is to enable families to remain safely housed by reducing hazards, improving accessibility, and lowering energy burdens. Upgraded HVAC systems will help residents withstand extreme heat conditions common in southern Yuma County, while electrical, plumbing, and appliance improvements will enhance overall living conditions. Accessibility upgrades will support aging in place and promote independence for residents with disabilities. The program will primarily serve households earning below 80 percent of the HUD Area Median Income, including very-low-income seniors, agricultural and seasonal workers, families with children, and individuals with disabilities. Seniors represent the fastest-growing population in the U.S. and are among those most likely to live near or below the poverty level, making them especially vulnerable to housing instability, rising utility costs, and unsafe housing conditions. These populations face disproportionate challenges due to aging housing stock, limited access to credit, and rising construction and labor expenses. Many homeowners lack the financial resources to complete necessary repairs, making rehabilitation the only feasible option to prevent further deterioration and displacement. Through targeted rehabilitation assistance to 20 households, the project will improve housing conditions, enhance accessibility, reduce energy costs, and preserve safe, affordable housing in some of the most economically distressed areas of Yuma County. CDBG funding is essential to ensuring that vulnerable residents can remain in safe, dignified, and sustainable homes while strengthening community stability.

B.2. Each proposed CDBG activity must meet one (1) (and ONLY one (1)) of the following three (3) National Objectives below. Please identify which National Objective your Project satisfies and provide a clear explanation of how and why your project meets this requirement.

- **Low-Moderate (LM) Income Benefit:** The activity must benefit low and moderate income persons defined as those persons earning no greater than eighty percent (80%) of the HUD Area Median Income
- **Slum/Blight:** The grant activity must aid in the prevention or elimination of slums or blight. Activities

Printed By: Maria Delosreyes on 1/16/2026

4 of 14

justified as slum/blight cannot be increased by transferring funds from other activities in ongoing CDBG contracts.

- **Urgent Need: The grant activity meets other community development needs having a particular urgency which pose a serious and immediate threat to the health or welfare of the community; which are of recent origin or recently became urgent; and where other financial resources are not available to meet such needs. Activities justified as Urgent Need cannot be increased by transferring funds from other activities in ongoing CDBG contracts**

The proposed project meets the Low-Moderate Income (LMI) Benefit national objective. All activities will directly serve households earning no more than 80% of the HUD Area Median Income, which aligns with the CDBG definition of LMI beneficiaries. Campesinos Sin Fronteras (CSF) currently administers the USDA-RD Self-Help Owner-Occupied Rehabilitation Program, which uses an even lower income eligibility criteria, households must fall at or below 70% AMI to qualify. CSF maintains an active waiting list of approximately 210 pre-qualified families, all of whom have already been pre-qualified under USDA's LMI standards. These households reside primarily in rural and underserved communities within Yuma County and are experiencing significant housing deterioration, safety hazards, and lack of financial resources for needed repairs. Funding from the CDBG program will allow CSF to address urgent rehabilitation needs for these LMI homeowners, needs that cannot be met through the existing USDA program alone due to limited funding and a time-intensive and administratively complex approval process. Because all beneficiaries served through this project will be drawn exclusively from the verified LMI waiting list, 100% of CDBG-grant funds will be used to directly benefit low- to moderate-income households. Campesinos Sin Fronteras (CSF) is applying for \$110,000.00 to assist 20 low- to moderate-income families in Yuma County through targeted home rehabilitation. Air Conditioning Units \$6,500.00 x 10 = \$65,000.00 Bathroom (Showers/Toilets/Plumbing/Boilers) \$5,000.00 x 5 = \$25,000.00 Kitchen (Appliances, Plumbing, Electricity/Cabinets) \$4,000.00 x 5 = \$20,000.00 The top three repairs addressed will include installation of A/C systems, plumbing repairs (including ADA-style shower units' installations), and kitchen appliances replacement, reflecting the most common and critical needs identified across the program's waiting list. These improvements will not only enhance immediate safety and health conditions but also deliver long-term benefits by increasing home durability, reducing energy costs, and preventing future health and structural issues. By investing in these essential repairs, the project will strengthen housing stability for participating families, improve overall neighborhood conditions, and contribute to the sustained quality of life for low- to moderate-income households in rural and underserved areas of Yuma County. Therefore, this project fully satisfies the Low-Moderate Income Benefit national objective by ensuring that CDBG funds address the most urgent needs of low-income families, strengthen housing stability, improve living conditions, and enhance the overall quality of life for income-eligible families in Yuma County.

C. Performance Measurement

Completed by lcruz@campesinosinfronteras.org on 1/8/2026 5:00 PM

Case Id: 30735

Name: Campesinos Sin Fronteras - 2026

Address: 663 E Main St Suite A, PO BOX 423, Somerton,

C. Performance Measurement

Please provide the following information.

C.1. Describe the objectives of the project.

- Complete rehabilitation for 20 income-eligible residents in Yuma County, prioritizing households with critical repairs that directly affect their well-being and daily living. - Improve the health, safety, and accessibility of low- to moderate-income households by addressing the most common and urgent home rehabilitation needs, including energy-efficient HVAC installations, and ADA-compliant showers and kitchen appliances that allow residents to remain safely in their homes. - Preserve affordable housing stock in the community by extending the lifespan of aging properties and preventing displacement of vulnerable residents, including seniors, individuals with disabilities, and farmworker families. - Strengthen long-term property values and generational wealth by investing in essential home improvements that increase home equity, improve structural stability, and support long-term financial stability for low-income families. - Address climate-specific needs by prioritizing energy-efficient HVAC systems and repairs that reduce heat-related risks, lower utility costs, and improve health outcomes for low-income households in Yuma County.

C.2. What specific measurable results will be achieved?

- 20 low- to moderate-income households will receive critical home rehabilitation services addressing roofing, energy-efficient HVAC installation, and ADA-compliant showers and accessibility improvements. - CSF maintains documentation (waiting list, applications, follow-up inspections or surveys) of all completed home repairs that directly improve health, safety, and accessibility for residents. - Increased property value and equity for all rehabilitated homes, contributing to generational wealth for participating families. - CSF will implement a household improvements verification form through follow-up inspection signed by the applicant ensuring that completed projects meet residents' needs.

C.3. How will these results be measured?

- Pre- and post-inspection reports documenting all identified hazards, completed repairs, and improvements in health, safety, accessibility, and energy efficiency. - Client eligibility and application files that verify income, property ownership, household size, and other CDBG compliance requirements. - Project tracking logs that record key milestones such as contractor bids, approvals, construction progress, and final completion dates. - Before-and-after photos and contractor invoices to validate the scope and quality of work completed. - Post-rehabilitation feedback collected through optional client surveys to assess satisfaction and usability of home improvements.

C.4. Are the outcomes meaningful and based on client needs?

Yes. The outcomes of this project are directly tied to the documented and urgent needs of low- to moderate-income households in Yuma County. All rehabilitation activities, such as energy-efficient HVAC replacements, ADA-style showers, and kitchen appliances, are identified through comprehensive home inspections and client interviews. These repairs address critical health and safety hazards that significantly impact daily living. The demand for rehabilitation services is real, significant, and ongoing, as demonstrated by the organization's current waiting list of over 210 families, with additional households registering every month. This sustained demand underscores the necessity and meaningfulness of the proposed project and confirms that the services provided address long-standing community

needs. The improvements supported by this project will enhance residents' health, safety, comfort, and mobility, allowing families to remain in their homes and avoid displacement due to deteriorating conditions. Each completed rehabilitation increases the long-term stability of the property, improves its structural integrity, and contributes to higher property values and generational wealth for low-income households. These outcomes are deeply meaningful, community-driven, and rooted in the real conditions of the families we serve.

For non-profit agencies: If providing services to an existing program.

C.5. What is the percentage of increase in service to clientele?

42.60%

C.6. How will the added service be maintained for a minimum of one year after the expenditure of CDBG funds?

The added services provided through this project will be maintained through the organization's existing USDA 504 Rehabilitation Program, which has established workflows, experienced staff, and monitoring systems to ensure continuity of service beyond the expenditure of CDBG funds. Participating households will receive ongoing case management and follow-up, including 6-month and 12-month check-ins, to verify that repairs remain functional and continue to meet the clients' health, safety, and accessibility needs. As part of the CSF program's sustainability strategies, we will continue to seek funding opportunities to sustain this service. Families needing additional home rehabilitation assistance will remain on the organization's waiting list for future rehabilitation projects or minor repairs. This structure ensures that families continue to receive support for home maintenance and repairs.

D. Budget and Leverage Funds

Completed by lcruz@campesinossinfronteras.org on 1/8/2026 5:01 PM

Case Id: 30735

Name: Campesinos Sin Fronteras - 2026

Address: 663 E Main St Suite A, PO BOX 423, Somerton,

D. Budget and Leverage Funds

Please provide the following information.

D.1. Budget:

Description of budget items	CBDG Funds Requested	Leverage Funds	Notes
Air Conditioning Units	\$65,000.00	\$0.00	Families: 20 families will be served with this project, an average of \$5,500.00
Baths (Showers/Toilets/Plumbing/Boilers)	\$25,000.00	\$0.00	
Kitchen (Appliances, Plumbing, Electricity/Cabinets)	\$20,000.00	\$0.00	
	\$110,000.00	\$0.00	

E. Demonstrate Capacity

Completed by lcruz@campesinosinfronteras.org on 1/8/2026 5:02 PM

Case Id: 30735

Name: Campesinos Sin Fronteras - 2026

Address: 663 E Main St Suite A, PO BOX 423, Somerton,

E. Demonstrate Capacity

Please provide the following information.

E.1. Please describe other similar projects that your agency has successfully undertaken:

Since 2000, Campesinos Sin Fronteras (CSF) has successfully administered a two-year renewable Technical Assistance (TA) grant from the United States Department of Agriculture - Rural Development (USDA/RD) to implement owner-occupied housing rehabilitation services throughout Yuma County. CSF is currently working under its 12th USDA/RD TA grant cycle. Over the past two decades, CSF has consistently exceeded its proposed rehabilitation goals while maintaining projects within budget and on schedule. CSF's long-standing success is largely driven by its ability to secure and effectively leverage multiple funding sources, thereby expanding program reach and maximizing the number of families served. In addition to USDA/RD funds, in prior years, CSF has successfully integrated resources from HOME, CDBG, and the HOME Consortium to expand rehabilitation efforts across low- and moderate-income communities. Most recently, CSF completed nine (9) additional rehabilitation projects through the \$50,000 Access to Housing and Economic Assistance for Development (AHEAD) grant awarded by FHLBank San Francisco. This partnership further demonstrates CSF's ability to manage diverse funding streams, coordinate project activities across multiple programs, and deliver high-quality housing rehabilitation services that improve health and safety for vulnerable households in Yuma County. With more than 25 years of experience, proven grant management capacity, and successful performance across multiple federally funded programs, CSF has established a highly effective and reliable housing rehabilitation model that continues to deliver measurable, community-centered outcomes.

E.2. Were goals and objectives met on time and within budget?

Yes

E.3. Does the agency have experience and staffing to implement the federal funds?

Yes

E.4. Identify key personnel involved in the implementation of the project.

Name	Role	Project Name
Emma Torres	Executive Director	Revive Housing Rehabilitation Program
Edward Joel Sánchez Pérez	Housing Manager	Revive Housing Rehabilitation Program
Maricela Rodriguez	Housing Specialist I	Revive Housing Rehabilitation Program
Rocío de María Franco	Housing Specialist I	Revive Housing Rehabilitation Program
Edna Zavala	Housing Specialist I	Revive Housing Rehabilitation Program
Liliana Cruz	Program Director	Revive Housing Rehabilitation

		Program
Alejandra Reyes	Finance Director	Revive Housing Rehabilitation Program
Martin Martinez	Senior Program Manager	Revive Housing Rehabilitation Program

E.5. Give a brief description of your agency:

Campesinos Sin Fronteras (CSF) is a nonprofit 501(c)(3) organization founded in 1999 to empower and improve the well-being of farmworkers and low-income families in Yuma County. CSF became HUD-certified in 2000 and quickly established partnerships with the United States Department of Agriculture - Rural Development (USDA/RD), Housing Assistance Council (HAC), Rural Community Assistance Corporation (RCAC), and other regional and national partners to deliver self-help housing rehabilitation and housing counseling services. For more than two decades, CSF has maintained a strong record of success in owner-occupied housing rehabilitation. Since its inception, CSF has assisted more than 2,000 homeowners across rural Yuma County, ensuring families have access to safe, sanitary, and livable homes. Over the past 25 years, CSF has leveraged USDA/RD programs alongside other funding sources to expand its capacity and impact in meeting critical housing needs for low- and moderate-income families in Yuma County. Beyond housing, CSF operates a broad range of social, health, and community development programs that uniquely position the organization to provide holistic support to the families it serves. Its services span youth and family support, chronic disease prevention, health promotion, mental health outreach, behavioral health, immigration assistance, workforce support, and community-based participatory research initiatives. This multidisciplinary approach enables CSF to address the interconnected needs of vulnerable populations and to deliver comprehensive, community-driven benefits across Yuma County. CSF's long-standing experience, culturally rooted service model, and strong community partnerships continue to guide the organization in its mission to strengthen the health, housing, and overall quality of life of the families it serves.

E.6. What is your agency's mission?

Campesinos Sin Fronteras' mission is to promote the overall well-being of agricultural families and low—to moderate-income individuals by providing and facilitating access to health, behavioral health, social services, housing rehabilitation, education, and workforce development.

E.7. What is your agency's organizational structure?

Campesinos Sin Fronteras (CSF) operates under a structured, multi-level organizational framework designed to ensure effective program management, accountability, and oversight. CSF is governed by an all volunteer Board of Directors that provides strategic direction, fiscal oversight, and policy guidance for the organization. Day-to-day operations are led by Emma Torres, Chief Executive Director, who oversees all organizational functions. CSF also maintains a dedicated Finance Department, responsible for budgeting, grant compliance, financial reporting, and internal controls. To manage its wide range of housing, health, youth, family, research, and community support programs, CSF employs multiple department directors, program managers, and program coordinators, each responsible for supervising staff and ensuring successful implementation of program activities. CSF has the organizational capacity needed to administer multiple federal, state, and private grants; deliver comprehensive community services; and maintain strong operational performance across all departments.

F. Required Documents

Completed by lcruz@campesinossinfronteras.org on 1/8/2026 5:44 PM

Case Id: 30735

Name: Campesinos Sin Fronteras - 2026

Address: 663 E Main St Suite A, PO BOX 423, Somerton,

F. Required Documents

Please provide the following information.

Please download the following documents and upload them below:

- [504-ADA Form](#)
- [Financial Management Certification](#)
- [Non Profit Civil Rights Certification](#)

Documentation



Civil Rights Certification

CSF nonprofit Civil Rights Certification 1.7.2026.pdf

CSF Application for Employment.pdf



Meeting Minutes, if applicable to the CDBG activity

***No files uploaded*



Financial Management Certification

CSF Financial Management Certification 1.7.2026.pdf



504/ADA compliance

***No files uploaded*

Submit

Completed by lcruz@campesinossinfronteras.org on 1/8/2026 5:45 PM

Case Id: 30735**Name:** Campesinos Sin Fronteras - 2026**Address:** 663 E Main St Suite A, PO BOX 423, Somerton,

Submit

Once a prequalification application is submitted, it can only be "Re-opened" once approved by an Administrator. Once submitted, you will not be able to move forward with this application until your eligibility status has been determined by the program administrator.

The undersigned acknowledges the following:

- ☒ That, to the best of my knowledge and belief, all information provided is true and correct and all estimates are reasonable.
- ☒ Yuma County will be the applicant to the Arizona State Department of Housing (ADOH) on behalf of the organization for the CDBG funds.
- ☒ The Yuma County Board of Supervisors has the right to select the project(s) for application for the CDBG funds.
- ☒ If the project is selected, additional information will be requested by the County Grants staff from the organization. Should the organization not provide the requested information on a timely basis, the project may be rejected with cause.
- ☒ The application is for CDBG Regional Account Funds FY2026 , State Special Project Funds FY2025 and FY2026, and Colonia Set Aside Funds FY2025-FY2026 from the Arizona Department of Housing (ADOH). The availability of funds for the project is contingent upon the timely execution of the Agreement between the State and Yuma County. A contract between Yuma County and the Organization will only commence after all required processes have been completed with ADOH for the expenditure of funds. No activities on the project may start until a "Notice to Proceed" is issued by Yuma County.
- ☒ If the project is funded, the organization agrees to abide by all federal grant policies and all federal, state, and County procurement policies in the implementation of the project and the expenditure of funds.

Signature:

Liliana Cruz

Electronically signed by lcruz@campesinossinfronteras.org on 1/8/2026 5:44 PM

COMITE DE BIEN ESTAR, INC

Program Overview

Completed by csmith@comiteaz.org on 1/5/2026 2:05 PM

Case Id: 30739

Name: Comite De Bien Estar - 2026

Address: 963 E. B. Street , San Luis, AZ 85349

Program Overview

Please provide the following information.



Yuma County, AZ
Community Development Block
Grant (CDBG)
CDBG-Public Facilities and
Infrastructure

Yuma County Administration-Grants
197 South Main Street
Yuma, AZ, 85364
(928) 373-1167
veronica.garcia@yumacountyaz.gov

Community Development Block Grant (CDBG) is a federal program funded through the United States Department of Housing and Urban Development (HUD) and authorized by Title I of the Housing and Community Development Act of 1974. Funds are allocated through the Arizona Department of Housing to the Western Arizona Council of Governments (WACOG). Yuma County applies for the funding every two years as determined by WACOG's regional method of distribution.

Purpose of CDBG:

The purpose of CDBG is to assist in the development of viable urban (and rural) communities by providing decent housing and suitable living environments and expanding economic opportunities, primarily for persons of low and moderate-income. CDBG projects must meet one of the three national objectives established by Congress:

- Address an urgent need, i.e. activity in a disaster area, or health hazard.
- Benefit at least 51% of low and moderate income people.
- Aid in the prevention or elimination of slum or blight.

CDBG eligible activities include:

- Street, water, and wastewater improvements.
- Housing rehabilitation or the purchase of land for a new housing development.
- Construction of or improvements to public facilities, libraries, parks, health clinics, and shelters for domestic violence victims or the homeless.
- Planning and Administration

A. Organization Information

Completed by csmith@comiteaz.org on 1/7/2026 1:54 PM

Case Id: 30739

Name: Comite De Bien Estar - 2026

Address: 963 E. B. Street , San Luis, AZ 85349

A. Organization Information

Please provide the following information.

A.1. What type of organization is the company setup as?

Non-Profit

☒ **501 (c) (3) IRS Determination Letter or other IRS document verifying tax-exempt status *Required**
501C3 Letters.pdf

☒ **Articles of Incorporation *Required**
Articles of Incorporation 1980.pdf

☒ **Certification of Good Standing *Required**
Certification on Certificate of Good Standing.pdf

☒ **Current Board Members *Required**
Board Of Directors Comite De Bein Estar-Current.pdf

☒ **Current By-Laws *Required**
By-Laws Updated Dec 21st 2022.pdf

☒ **Two most recent audited financial statements, or current financial statement if audit is not require *Required**
2023 and 2024 Audited Financial Statements.pdf

A.2. Organization Name:

Comite De Bein Estar

Printed By: Maria Delosreyes on 1/16/2026

A.3. Organization Address:

963 E. B. Street San Luis, AZ 85349

A.4. Organization Phone Number:

(928) 627-8559

A.5. Unique Entity Identifier Number: For additional information, please click [HERE](#).

Q767M6QSX213

Contact Person Information

A.6. Contact First Name:

Monica

A.7. Contact Last Name:

Valle

A.8. Contact Phone Number:

(928) 627-8559

A.9. Contact Email:

monica@comiteaz.org

A.10. Project Name:

Comite-HVAC and Window Replacements 2026

A.11. Total Project Cost:

\$175,000.00

B. Project Narrative

Completed by csmith@comiteaz.org on 1/6/2026 12:13 PM

Case Id: 30739

Name: Comite De Bien Estar - 2026

Address: 963 E. B. Street , San Luis, AZ 85349

B. Project Narrative

Please provide the following information.

B.1. Provide the project narrative. Describe the activity and what it will accomplish. Describe the project location and who the project will serve. Describe in detail the problems, conditions and other factors that indicate the need for the activity.

If awarded this additional CDBG funding, our goal is to complete the replacement of the remaining twelve (12) HVAC systems and begin replacing the original windows at Las Casitas Apartments. This work builds upon the improvements initiated with CDBG awards received in 2021 and 2023. With this additional funding, the HVAC system upgrades and window replacements will be completed, resulting in the full implementation of energy-efficiency upgrades at Las Casitas Apartments. Constructed in 1998 in San Luis, Arizona, Las Casitas Apartments is a 76-unit Low Income Housing Tax Credit (LIHTC) project, catering to the 60% and below Area Median Income (AMI) population. The replacement of these last 12 HVAC systems and replacement of windows is crucial for the well-being of our low-income residents. The existing HVAC systems, now over 25 years old, lack energy efficiency, resulting in elevated electricity expenses for our residents. Through this initiative, we aim to provide energy-efficient systems that will translate into lower APS bills for our residents. Additionally, the outdated HVAC systems have incurred higher maintenance costs due to frequent repairs, placing an additional financial burden on the project. This endeavor not only addresses the immediate needs of the residents but also contributes to the long-term sustainability and affordability of Las Casitas Apartments.

B.2. Each proposed CDBG activity must meet one (1) (and ONLY one (1)) of the following three (3) National Objectives below. Please identify which National Objective your Project satisfies and provide a clear explanation of how and why your project meets this requirement.

- **Low-Moderate (LM) Income Benefit:** The activity must benefit low and moderate income persons defined as those persons earning no greater than eighty percent (80%) of the HUD Area Median Income
- **Slum/Blight:** The grant activity must aid in the prevention or elimination of slums or blight. Activities justified as slum/blight cannot be increased by transferring funds from other activities in ongoing CDBG contracts.
- **Urgent Need:** The grant activity meets other community development needs having a particular urgency which pose a serious and immediate threat to the health or welfare of the community; which are of recent origin or recently became urgent; and where other financial resources are not available to meet such needs. Activities justified as Urgent Need cannot be increased by transferring funds from other activities in ongoing CDBG contracts

The proposed replacement of HVAC systems and installation of energy-efficient windows will directly benefit low- and moderate-income households earning no more than 80% of the HUD Area Median Income by significantly reducing utility costs and improving indoor comfort. These upgrades will also help protect residents from extreme heat during the summer months while creating a healthier and more energy-efficient living environment. Because the improvements will be made to housing occupied by income-qualified residents, the project clearly and directly meets the Low- and Moderate-Income Benefit national objective.

C. Performance Measurement

Completed by csmith@comiteaz.org on 1/7/2026 5:28 PM

Case Id: 30739

Name: Comite De Bien Estar - 2026

Address: 963 E. B. Street , San Luis, AZ 85349

C. Performance Measurement

Please provide the following information.

C.1. Describe the objectives of the project.

Our objective is to install modern, energy-efficient HVAC systems in the remaining twelve (12) apartments and replace the existing windows with more energy-efficient models. These upgrades will improve indoor comfort, reduce utility costs, and create healthier, more sustainable living environments for residents. In addition to lowering long-term operating expenses for households, these improvements will increase the overall energy efficiency of the property and support our commitment to responsible environmental stewardship.

C.2. What specific measurable results will be achieved?

The success of the HVAC replacement and ongoing maintenance at Las Casitas Apartments, which has 76 units and serves 233 residents, will be measured by lower electric bills and fewer maintenance repairs. Replacing the old windows will also help make the apartments more energy efficient, keep residents more comfortable, and reduce maintenance costs over time.

C.3. How will these results be measured?

Results will be measured through analysis of energy consumption and utility costs (APS bills), resident satisfaction surveys, and monitoring trends in future maintenance requests.

C.4. Are the outcomes meaningful and based on client needs?

The successful completion of this project will have a direct and positive impact on the 233 residents living in these 76 housing units. It will create a safer, healthier, and more comfortable living environment, especially during periods of extreme summer heat by improving indoor conditions. These improvements will help residents stay healthier, more comfortable in their homes, and will strengthen the overall well-being of the community.

For non-profit agencies: If providing services to an existing program.

C.5. What is the percentage of increase in service to clientele?

50.00%

C.6. How will the added service be maintained for a minimum of one year after the expenditure of CDBG funds?

Comite De Bien Estar is committed to maintaining the improvements following the expenditure of CDBG funds through a comprehensive and proactive maintenance plan. This plan will include annual inspections of all HVAC systems and windows, regularly scheduled preventive maintenance to ensure optimal performance and energy efficiency, and timely repairs as needed. In addition, residents will receive basic education on proper use and care of the new systems to help prevent misuse and extend the useful life of the equipment. Together, these measures will ensure the long-term functionality, sustainability, and continued benefit of the improvements.

D. Budget and Leverage Funds

Completed by csmith@comiteaz.org on 1/7/2026 1:56 PM

Case Id: 30739

Name: Comite De Bien Estar - 2026

Address: 963 E. B. Street , San Luis, AZ 85349

D. Budget and Leverage Funds

Please provide the following information.

D.1. Budget:

Description of budget items	CBDG Funds Requested	Leverage Funds	Notes
Comite-HVAC and Window Replacements 2026	\$175,000.00	\$0.00	
	\$175,000.00	\$0.00	

E. Demonstrate Capacity

Case Id: 30739**Name:** Comite De Bien Estar - 2026**Address:** 963 E. B. Street , San Luis, AZ 85349*Completed by csmith@comiteaz.org on 1/7/2026 2:13 PM*

E. Demonstrate Capacity

Please provide the following information.

E.1. Please describe other similar projects that your agency has successfully undertaken:

In 2021, Comite De Bien Estar secured \$117,620 in funding from the Yuma County Regional Account Community Development Block Grant (CDBG) program to replace twenty-six (26) HVAC systems at Las Casitas Apartments. Building on that success, in 2023 the organization was awarded an additional \$175,000 from the same CDBG program to replace thirty (30) more HVAC systems. These two awards, along with our successful completion of all compliance and performance requirements, demonstrate Comite De Bien Estar's proven capacity to effectively manage and implement this type of project.

E.2. Were goals and objectives met on time and within budget?

Yes

E.3. Does the agency have experience and staffing to implement the federal funds?

Yes

E.4. Identify key personnel involved in the implementation of the project.

Name	Role	Project Name
Monica Valle	Asset Manager	Comite-HVAC and Window Replacements 2026
Karina Lopez	Site Manager	Comite-HVAC and Window Replacements 2026

E.5. Give a brief description of your agency:

Comite de Bien Estar, situated in San Luis, Arizona, is a cornerstone of the community in Yuma County, within the town of approximately 36,000 residents. Established in 1981 by farm workers, this non-profit organization has become a advocate for affordable housing, particularly catering to the needs of low- and very-low-income households. With over 40 years of dedicated service, Comite de Bien Estar has evolved into an accomplished affordable housing developer and a versatile community development entity. The organization's commitment is evident through its various programs, including the development of multifamily rental properties and a homeownership initiative facilitated by new home construction.

E.6. What is your agency's mission?

Comite De Bien Estar's mission is to enhance the economic and social well-being of the community through cooperative land development, housing, lending, and social services. Comite's trajectory of affordable housing works to empower moderate to low-income families in the community to overcome the many barriers they face, including very low wages, little access to conventional financing and social services.

E.7. What is your agency's organizational structure?

Printed By: Maria Delosreyes on 1/16/2026

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F. Required Documents

Completed by csmith@comiteaz.org on 1/8/2026 12:58 PM

Case Id: 30739

Name: Comite De Bien Estar - 2026

Address: 963 E. B. Street , San Luis, AZ 85349

F. Required Documents

Please provide the following information.

Please download the following documents and upload them below:

- [504-ADA Form](#)
- [Financial Management Certification](#)
- [Non Profit Civil Rights Certification](#)

Documentation



Civil Rights Certification

Non-profit Civil Rights Certification-2026 signed doc.pdf



Meeting Minutes, if applicable to the CDBG activity

***No files uploaded*



Financial Management Certification

Financial Management Certification 1.6.2026.pdf



504/ADA compliance

504 ADA Certification.pdf

Submit

Completed by csmith@comiteaz.org on 1/8/2026 1:00 PM

Case Id: 30739

Name: Comite De Bien Estar - 2026

Address: 963 E. B. Street , San Luis, AZ 85349

Submit

Once a prequalification application is submitted, it can only be "Re-opened" once approved by an Administrator. Once submitted, you will not be able to move forward with this application until your eligibility status has been determined by the program administrator.

The undersigned acknowledges the following:

☒ That, to the best of my knowledge and belief, all information provided is true and correct and all estimates are reasonable.

☒ Yuma County will be the applicant to the Arizona State Department of Housing (ADOH) on behalf of the organization for the CDBG funds.

☒ The Yuma County Board of Supervisors has the right to select the project(s) for application for the CDBG funds.

☒ If the project is selected, additional information will be requested by the County Grants staff from the organization. Should the organization not provide the requested information on a timely basis, the project may be rejected with cause.

☒ The application is for CDBG Regional Account Funds FY2026 , State Special Project Funds FY2025 and FY2026, and Colonia Set Aside Funds FY2025-FY2026 from the Arizona Department of Housing (ADOH). The availability of funds for the project is contingent upon the timely execution of the Agreement between the State and Yuma County. A contract between Yuma County and the Organization will only commence after all required processes have been completed with ADOH for the expenditure of funds. No activities on the project may start until a "Notice to Proceed" is issued by Yuma County.

☒ If the project is funded, the organization agrees to abide by all federal grant policies and all federal, state, and County procurement policies in the implementation of the project and the expenditure of funds.

Signature:

Christopher Smith

Electronically signed by csmith@comiteaz.org on 1/8/2026 12:59 PM

HOUSING AMERICA CORPORATION

Program Overview

Completed by ygalindo@hacorp.org on 1/4/2026 11:23 PM

Case Id: 30741

Name: Orchid Apartment Improvements - 2026

Address: 130 N. State Avenue, PO Box 600, Somerton, AZ

Program Overview

Please provide the following information.



Yuma County, AZ
Community Development Block
Grant (CDBG)
CDBG-Public Facilities and
Infrastructure

Yuma County Administration-Grants
197 South Main Street
Yuma, AZ, 85364
(928) 373-1167
veronica.garcia@yumacountyaz.gov

Community Development Block Grant (CDBG) is a federal program funded through the United States Department of Housing and Urban Development (HUD) and authorized by Title I of the Housing and Community Development Act of 1974. Funds are allocated through the Arizona Department of Housing to the Western Arizona Council of Governments (WACOG). Yuma County applies for the funding every two years as determined by WACOG's regional method of distribution.

Purpose of CDBG:

The purpose of CDBG is to assist in the development of viable urban (and rural) communities by providing decent housing and suitable living environments and expanding economic opportunities, primarily for persons of low and moderate-income. CDBG projects must meet one of the three national objectives established by Congress:

- Address an urgent need, i.e. activity in a disaster area, or health hazard.
- Benefit at least 51% of low and moderate income people.
- Aid in the prevention or elimination of slum or blight.

CDBG eligible activities include:

- Street, water, and wastewater improvements.
- Housing rehabilitation or the purchase of land for a new housing development.
- Construction of or improvements to public facilities, libraries, parks, health clinics, and shelters for domestic violence victims or the homeless.
- Planning and Administration

A. Organization Information

Completed by ygalindo@hacorp.org on 1/8/2026 12:19 PM

Case Id: 30741

Name: Orchid Apartment Improvements - 2026

Address: 130 N. State Avenue, PO Box 600, Somerton, AZ

A. Organization Information

Please provide the following information.

A.1. What type of organization is the company setup as?

Non-Profit

☒ **501 (c) (3) IRS Determination Letter or other IRS document verifying tax-exempt status *Required**
IRS Letter.pdf

☒ **Articles of Incorporation *Required**
Articles of Incorporation.pdf

☒ **Certification of Good Standing *Required**
Cert of Good Standing.pdf

☒ **Current Board Members *Required**
Curent Board Member Listing.pdf

☒ **Current By-Laws *Required**
By_Laws.pdf

☒ **Two most recent audited financial statements, or current financial statement if audit is not require *Required**
HAC 2024 Financial Statements.pdf
2025 HAC Audit.pdf

A.2. Organization Name:

Printed By: Maria Delosreyes on 1/16/2026

Housing America Corporation

A.3. Organization Address:

130 N. State Avenue PO Box 600 Somerton, AZ 85350--0571

A.4. Organization Phone Number:

(928) 627-4221

A.5. Unique Entity Identifier Number: For additional information, please click [HERE](#).

D3JFGSTP3HD5

Contact Person Information

A.6. Contact First Name:

Yolanda

A.7. Contact Last Name:

Galindo

A.8. Contact Phone Number:

(928) 627-4221

A.9. Contact Email:

ygalindo@hacorp.org

A.10. Project Name:

Orchid Apartments Improvements

A.11. Total Project Cost:

\$75,000.00

B. Project Narrative

Completed by ygalindo@hacorp.org on 1/8/2026 7:04 PM

Case Id: 30741

Name: Orchid Apartment Improvements - 2026

Address: 130 N. State Avenue, PO Box 600, Somerton, AZ

B. Project Narrative

Please provide the following information.

B.1. Provide the project narrative. Describe the activity and what it will accomplish. Describe the project location and who the project will serve. Describe in detail the problems, conditions and other factors that indicate the need for the activity.

Housing America Corporation (HAC) is the non-profit owner and property manager of Orchid Apartments located at 441 S. Somerton Avenue in Somerton, Arizona. Orchid Apartments is a 16-unit apartment complex for low-income farm laborers (USDA Section 514 Program). The dwelling's four (4) buildings were constructed in 1992. The units are all occupied and vacancies are rare. HAC proposes a rehabilitation project at Orchid Apartments that includes the replacement of all existing windows and ADA-compliant modifications to one residential unit. The project will improve building performance, resident health and comfort, and accessibility while preserving long-term affordability. The window replacement will remove outdated and inefficient windows and install new energy-efficient windows that meet current building standards. This improvement will reduce air infiltration, improve indoor temperature control, lower energy consumption, and decrease utility costs for low-income residents. The project will also reduce ongoing maintenance needs and extend the useful life of the property. The ADA modifications will convert one unit into a fully accessible dwelling for persons with disabilities. Improvements will include accessible entryways, widened doorways, and accessible kitchen and bathroom features to allow for safe and independent living. The need for this activity is driven by aging building components and limited accessibility. The existing windows have exceeded their useful life, resulting in poor insulation, higher energy costs, and reduced comfort, which disproportionately impacts low-income households. In addition, the property lacks sufficient ADA-compliant units, limiting housing options for persons with disabilities. This project addresses these needs by improving energy efficiency, reducing cost burdens, and expanding accessible housing opportunities.

B.2. Each proposed CDBG activity must meet one (1) (and ONLY one (1)) of the following three (3) National Objectives below. Please identify which National Objective your Project satisfies and provide a clear explanation of how and why your project meets this requirement.

- **Low-Moderate (LM) Income Benefit:** The activity must benefit low and moderate income persons defined as those persons earning no greater than eighty percent (80%) of the HUD Area Median Income
- **Slum/Blight:** The grant activity must aid in the prevention or elimination of slums or blight. Activities justified as slum/blight cannot be increased by transferring funds from other activities in ongoing CDBG contracts.
- **Urgent Need:** The grant activity meets other community development needs having a particular urgency which pose a serious and immediate threat to the health or welfare of the community; which are of recent origin or recently became urgent; and where other financial resources are not available to meet such needs. Activities justified as Urgent Need cannot be increased by transferring funds from other activities in ongoing CDBG contracts

The proposed project meets the CDBG National Objective of Benefit to Low-Moderate Income (LM) Persons. Orchid

Apartments is an affordable multifamily housing property in which 100 percent of the households served are low-income. The window replacements and ADA unit modification will directly benefit low-income residents by improving housing quality, energy efficiency, and accessibility while reducing utility cost burdens. The ADA-modified unit will serve a low-income household with a disability and will remain restricted to income-qualified tenants. All project activities benefit income-eligible households, the project qualifies as an LM Housing Activity under CDBG.

C. Performance Measurement

Completed by ygalindo@hacorp.org on 1/8/2026 7:13 PM

Case Id: 30741

Name: Orchid Apartment Improvements - 2026

Address: 130 N. State Avenue, PO Box 600, Somerton, AZ

C. Performance Measurement

Please provide the following information.

C.1. Describe the objectives of the project.

The objective of this project is to preserve and enhance the long-term safety and accessibility of a multi-family affordable housing built in 1992. The project will replace all existing windows to improve energy-efficiency, living conditions and long-term cost savings for the residents; and complete ADA modifications to one (1) unit to expand access to safe, fully accessible housing for persons with disabilities.

C.2. What specific measurable results will be achieved?

The project will result in the replacement of all existing windows at Orchid Apartments with energy-efficient windows, directly benefiting all low-income residents by improving comfort and reducing utility costs. Additionally, one residential unit will be fully modified to meet ADA accessibility standards, providing safe and independent living for a low-income household with a disability. Overall, the project will preserve affordable housing, enhance energy efficiency, and increase the availability of accessible housing within the community.

C.3. How will these results be measured?

Results will be measured by energy consumption/cost analysis (APS bill), resident satisfaction surveys, and maintenance data.

C.4. Are the outcomes meaningful and based on client needs?

Yes, the project directly addresses resident needs. Window replacement will improve comfort, reduce energy costs, and enhance health and safety for low-income households. The ADA unit modification provides safe, accessible housing for a resident with a disability. These improvements preserve affordable housing and promote sustainability and independent living.

For non-profit agencies: If providing services to an existing program.

C.5. What is the percentage of increase in service to clientele?

50.00%

C.6. How will the added service be maintained for a minimum of one year after the expenditure of CDBG funds?

Housing America Corporation currently provides a comprehensive maintenance plan that includes annual inspections, scheduled preventative maintenance, and ongoing resident education to ensure the long-term upkeep of the property.

D. Budget and Leverage Funds

Completed by ygalindo@hacorp.org on 1/8/2026 7:13 PM

Case Id: 30741

Name: Orchid Apartment Improvements - 2026

Address: 130 N. State Avenue, PO Box 600, Somerton, AZ

D. Budget and Leverage Funds

Please provide the following information.

D.1. Budget:

Description of budget items	CBDG Funds Requested	Leverage Funds	Notes
Window Replacement	\$65,000.00	\$0.00	
ADA modifications	\$10,000.00	\$0.00	includes relocation costs
	\$75,000.00	\$0.00	

E. Demonstrate Capacity

Completed by ygalindo@hacorp.org on 1/8/2026 7:14 PM

Case Id: 30741

Name: Orchid Apartment Improvements - 2026

Address: 130 N. State Avenue, PO Box 600, Somerton, AZ

E. Demonstrate Capacity

Please provide the following information.

E.1. Please describe other similar projects that your agency has successfully undertaken:

Housing America Corporation (HAC) has successfully facilitated numerous homeownership opportunities through the Mutual Self-Help Housing Program, funded 100% by USDA/Rural Development. In the Mutual-Self Help Housing program families contribute sweat equity by working together to build their homes under professional supervision. These projects have produced affordable, high-quality homes for low-income families. Additionally, HAC has previously received funding from the City of Yuma. In fiscal year 2018, Housing America received CDBG funding from Yuma County to provide improvements to Orchid Apartments. Improvements included new exterior paint, new doors, and renovations to the resident laundry room. Grant funds were expended in a timely manner and grant close-out report was successfully submitted.

E.2. Were goals and objectives met on time and within budget?

Yes

E.3. Does the agency have experience and staffing to implement the federal funds?

Yes

E.4. Identify key personnel involved in the implementation of the project.

Name	Role	Project Name
Salvador Ruiz	Maintenance Supervisor	FY 18 -Orchid Apartments Improvements
Rosalba Lazaro	Finance Director	FY 18 -Orchid Apartments Improvements

E.5. Give a brief description of your agency:

Housing America Corporation is a 501(c)(3) nonprofit organization based in Somerton, Arizona, founded in 1976 to address the need for affordable housing in the region. Housing America Corporation (HAC) is dedicated to providing safe, affordable housing for low-and moderate-income families. HAC operates a range of programs, including multi-family housing management, homeownership opportunities, and federally funded housing projects such as CDBG and HOME programs. HAC manages properties under the Section 541 Rural Rental Housing Loan Program, HUD 202 Supportive Housing, and tax credit funding.

E.6. What is your agency's mission?

Housing America Corporation is a 501(c)(3) nonprofit organization dedicated to empowering low-income families through access to homeownership and affordable rental housing. The organization develops high-quality, affordable housing, provides financial assistance to support homeownership, and advocates for effective housing policies.

E.7. What is your agency's organizational structure?

Housing America Corporation (HAC) is governed by a Board of Directors that provides oversight, fiduciary responsibility, and strategic direction. Day-to-day operations are led by an Executive Director, supported by experienced department directors overseeing finance, construction and development, multifamily housing, and homeownership programs. Together, the board and staff work collaboratively to advance HAC's mission statement.

F. Required Documents

Completed by ygalindo@hacorp.org on 1/8/2026 12:20 PM

Case Id: 30741

Name: Orchid Apartment Improvements - 2026

Address: 130 N. State Avenue, PO Box 600, Somerton, AZ

F. Required Documents

Please provide the following information.

Please download the following documents and upload them below:

- [504-ADA Form](#)
- [Financial Management Certification](#)
- [Non Profit Civil Rights Certification](#)

Documentation



Civil Rights Certification

Non-profit Civil Rights Certification.pdf



Meeting Minutes, if applicable to the CDBG activity

***No files uploaded*



Financial Management Certification

Financial Management Certification.pdf



504/ADA compliance

504-ADA Compliance.pdf

Submit

Completed by ygalindo@hacorp.org on 1/8/2026 7:16 PM

Case Id: 30741

Name: Orchid Apartment Improvements - 2026

Address: 130 N. State Avenue, PO Box 600, Somerton, AZ

Submit

Once a prequalification application is submitted, it can only be "Re-opened" once approved by an Administrator. Once submitted, you will not be able to move forward with this application until your eligibility status has been determined by the program administrator.

The undersigned acknowledges the following:

☒ That, to the best of my knowledge and belief, all information provided is true and correct and all estimates are reasonable.

☒ Yuma County will be the applicant to the Arizona State Department of Housing (ADOH) on behalf of the organization for the CDBG funds.

☒ The Yuma County Board of Supervisors has the right to select the project(s) for application for the CDBG funds.

☒ If the project is selected, additional information will be requested by the County Grants staff from the organization. Should the organization not provide the requested information on a timely basis, the project may be rejected with cause.

☒ The application is for CDBG Regional Account Funds FY2026 , State Special Project Funds FY2025 and FY2026, and Colonia Set Aside Funds FY2025-FY2026 from the Arizona Department of Housing (ADOH). The availability of funds for the project is contingent upon the timely execution of the Agreement between the State and Yuma County. A contract between Yuma County and the Organization will only commence after all required processes have been completed with ADOH for the expenditure of funds. No activities on the project may start until a "Notice to Proceed" is issued by Yuma County.

☒ If the project is funded, the organization agrees to abide by all federal grant policies and all federal, state, and County procurement policies in the implementation of the project and the expenditure of funds.

Signature:

Yolanda Galindo

Electronically signed by ygalindo@hacorp.org on 1/8/2026 7:16 PM

YUMA COMMUNITY FOOD BANK

Program Overview

Completed by mmclendon@yumafoodbank.org on 12/22/2025
12:38 PM

Case Id: 30740

Name: Yuma Community Food Bank - 2026

Address: 2404 E 24th Street, Yuma, AZ 85365

Program Overview

Please provide the following information.



Yuma County, AZ
Community Development Block
Grant (CDBG)
CDBG-Public Facilities and
Infrastructure

Yuma County Administration-Grants
197 South Main Street
Yuma, AZ, 85364
(928) 373-1167
veronica.garcia@yumacountyaz.gov

Community Development Block Grant (CDBG) is a federal program funded through the United States Department of Housing and Urban Development (HUD) and authorized by Title I of the Housing and Community Development Act of 1974. Funds are allocated through the Arizona Department of Housing to the Western Arizona Council of Governments (WACOG). Yuma County applies for the funding every two years as determined by WACOG's regional method of distribution.

Purpose of CDBG:

The purpose of CDBG is to assist in the development of viable urban (and rural) communities by providing decent housing and suitable living environments and expanding economic opportunities, primarily for persons of low and moderate-income. CDBG projects must meet one of the three national objectives established by Congress:

- Address an urgent need, i.e. activity in a disaster area, or health hazard.
- Benefit at least 51% of low and moderate income people.
- Aid in the prevention or elimination of slum or blight.

CDBG eligible activities include:

- Street, water, and wastewater improvements.
- Housing rehabilitation or the purchase of land for a new housing development.
- Construction of or improvements to public facilities, libraries, parks, health clinics, and shelters for domestic violence victims or the homeless.
- Planning and Administration

A. Organization Information

Completed by mmclendon@yumafoodbank.org on 1/8/2026 5:35 PM

Case Id: 30740

Name: Yuma Community Food Bank - 2026

Address: 2404 E 24th Street, Yuma, AZ 85365

A. Organization Information

Please provide the following information.

A.1. What type of organization is the company setup as?

Non-Profit

☒ **501 (c) (3) IRS Determination Letter or other IRS document verifying tax-exempt status *Required**

Determination Letter 501c3 2011.pdf

☒ **Articles of Incorporation *Required**

YCFB Articles of Incorporation.pdf

☒ **Certification of Good Standing *Required**

Arizona Corporation Commission On Line Status - Good Standing.pdf

☒ **Current Board Members *Required**

FY26 Board Roster.pdf

☒ **Current By-Laws *Required**

YCFB Amended Bylaws 10.17.2018_signed.pdf

☒ **Two most recent audited financial statements, or current financial statement if audit is not require *Required**

FY 2023 Audited Financial Statements.pdf

FY 2024 Audited Financial Statements.pdf

A.2. Organization Name:

Yuma Community Food Bank

A.3. Organization Address:

2404 E 24th Street Yuma, AZ 85365

A.4. Organization Phone Number:

(928) 343-1243

A.5. Unique Entity Identifier Number: For additional information, please click [HERE](#).

86-0457836

Contact Person Information

A.6. Contact First Name:

Mary

A.7. Contact Last Name:

McClendon

A.8. Contact Phone Number:

(928) 259-2206

A.9. Contact Email:

mmccclendon@yumafoodbank.org

A.10. Project Name:

Critical Freezer Replacement Project

A.11. Total Project Cost:

\$300,000.00

B. Project Narrative

Completed by mmclendon@yumafoodbank.org on 1/9/2026 1:15 PM

Case Id: 30740

Name: Yuma Community Food Bank - 2026

Address: 2404 E 24th Street, Yuma, AZ 85365

B. Project Narrative

Please provide the following information.

B.1. Provide the project narrative. Describe the activity and what it will accomplish. Describe the project location and who the project will serve. Describe in detail the problems, conditions and other factors that indicate the need for the activity.

The proposed project consists of the full replacement of an obsolete and failing commercial freezer system at the Yuma Community Food Bank's primary distribution center. At over 30 years old, the existing unit has reached the end of its useful life span of 15-20 years. Current structural issues pose an ongoing risk to food safety, service disruption, and loss of perishable food inventory. The new freezer system will provide reliable, code-compliance cold storage capacity necessary to safely store and distribute meat, dairy, produce, and frozen foods to low- and moderate-income households throughout Yuma County. This critical infrastructure investment will strengthen food security, reduce food waste, and ensure continuity of essential nutrition services.

B.2. Each proposed CDBG activity must meet one (1) (and ONLY one (1)) of the following three (3) National Objectives below. Please identify which National Objective your Project satisfies and provide a clear explanation of how and why your project meets this requirement.

- **Low-Moderate (LM) Income Benefit:** The activity must benefit low and moderate income persons defined as those persons earning no greater than eighty percent (80%) of the HUD Area Median Income
- **Slum/Blight:** The grant activity must aid in the prevention or elimination of slums or blight. Activities justified as slum/blight cannot be increased by transferring funds from other activities in ongoing CDBG contracts.
- **Urgent Need:** The grant activity meets other community development needs having a particular urgency which pose a serious and immediate threat to the health or welfare of the community; which are of recent origin or recently became urgent; and where other financial resources are not available to meet such needs. Activities justified as Urgent Need cannot be increased by transferring funds from other activities in ongoing CDBG contracts

National Objective: Low-Moderate (LM) Income Benefit The food bank primarily serves low- and moderate-income households experiencing food insecurity including seniors, families with children, individuals with disabilities and veterans. Replacement of the freezer directly supports the continued provision of food assistance services for these populations.

C. Performance Measurement

Completed by mmclendon@yumafoodbank.org on 1/9/2026 1:16 PM

Case Id: 30740

Name: Yuma Community Food Bank - 2026

Address: 2404 E 24th Street, Yuma, AZ 85365

C. Performance Measurement

Please provide the following information.

C.1. Describe the objectives of the project.

Project Objectives Include: 1. Reduced Maintenance & Repair Costs 2. Increased Storage Capacity & Utilization 3. Improved Food Safety Compliance for Frozen Storage 4. Extended Asset Life & Predictable Budgeting

C.2. What specific measurable results will be achieved?

Measurable results for the above listed objectives include: 1. 90% decrease in number of services calls and repair costs 2. 50% increase in usable space due to installation of larger freezer 3. 100% reduction in critical violations related to frozen storage 4. 15-20 years of industrial freezer lifespan

C.3. How will these results be measured?

The above listed results will be measure by: 1. Year-to-year comparison of service calls and receipts assigned to repair costs 2. Year-to-year comparison of max pallet count or inventory turnover rate 3. Audit reports, temperature variance reports 4. Years of service and capital replacement schedule vs. emergency expenditures

C.4. Are the outcomes meaningful and based on client needs?

The freezer replacement addresses a critical infrastructure need and directly supports the availability and reliability of essential food services for low- to moderate-income families experiencing food insecurity throughout Yuma County. In that the Yuma Community Food Bank recognizes food is a basic human right, outcomes of this project are designed to ensure access to safe, sufficient, nutritious food.

For non-profit agencies: If providing services to an existing program.

C.5. What is the percentage of increase in service to clientele?

0.00%

C.6. How will the added service be maintained for a minimum of one year after the expenditure of CDBG funds?

This project does not create a new or expanded service; rather, it preserves and stabilizes an existing essential service. The funding requested is for a one-time project designed to improve the cold food storage equipment required to maintain operations. Ongoing funding will not be required to maintain the project upon expenditure of CDBG funds.

D. Budget and Leverage Funds

Case Id: 30740

Name: Yuma Community Food Bank - 2026

Address: 2404 E 24th Street, Yuma, AZ 85365

Completed by mmclendon@yumafoodbank.org on 1/9/2026 1:16 PM

D. Budget and Leverage Funds

Please provide the following information.

D.1. Budget:

Description of budget items	CDBG Funds Requested	Leverage Funds	Notes
Freezer Information	\$300,000.00	\$0.00	At the time of application, the project has zero leveraged funds committed. The organization is requesting CDBG funding to support the full cost of the freezer replacement due to the critical nature of the equipment and the immediate operations risk posed by continued failure of the existing unit. If a partial CDBG award is received, YCFB will continue to actively solicit additional funding to ensure project completion.
	\$300,000.00	\$0.00	

E. Demonstrate Capacity

Completed by mmclendon@yumafoodbank.org on 1/9/2026 1:16 PM

Case Id: 30740

Name: Yuma Community Food Bank - 2026

Address: 2404 E 24th Street, Yuma, AZ 85365

E. Demonstrate Capacity

Please provide the following information.

E.1. Please describe other similar projects that your agency has successfully undertaken:

Yuma Community Food Bank has over 48 years of experience managing and fulfilling government/contractual requirements and has demonstrated sustainability for providing emergency and supplemental food programs throughout Yuma County. In 2020, YCFB was awarded \$160,000 in CDBG funding for a Warehouse Evaporative Cooler Replacement Project that was completed according to project timelines.

E.2. Were goals and objectives met on time and within budget?

Yes

E.3. Does the agency have experience and staffing to implement the federal funds?

Yes

E.4. Identify key personnel involved in the implementation of the project.

Name	Role	Project Name
Andy Robinson	President & Chief Executive Officer	Critical Freezer Replacement Project
Johanna Calderon	Controller	Critical Freezer Replacement Project

E.5. Give a brief description of your agency:

Founded in 1978 by a group of dedicated volunteers, the Yuma Community Food Bank focused on feeding hungry children within Yuma County. Forty-seven years later, the Yuma Community Food Bank is the largest hunger relief organization serving Southwestern Arizona that continues to create and enhance emergency and supplemental food programs that have educational and nutritional components for families throughout Yuma County. In the past calendar year, YCFB distributed approximately 9,705,000 pounds of food through its main distribution site and 17 mobile distribution sites and agency partners.

E.6. What is your agency's mission?

The mission of the Yuma Community Food Bank is to relieve hunger, increase self-reliance, and improve the quality of life for children and families throughout Southwestern Arizona. With a commitment to serving those in need, the Yuma Food Bank focuses on providing nutritious food while supporting programs that foster independence among recipients. By addressing both immediate food needs and the broader aspects of nutrition and self-sufficiency, the Yuma Community Food Bank plays a crucial role in enhancing the welfare of the community it serves, ensuring that every individual has the opportunity to lead a healthy and productive life.

E.7. What is your agency's organizational structure?

Yuma Community Food Bank operates under a nonprofit governance structure led by a volunteer Board of Directors that provides fiduciary oversight, strategic direction, and policy guidance. The Board is responsible for ensuring

compliance with legal, financial, and regulatory requirements and for supporting the long-term sustainability of the organization. Day-to-day operations are managed by the President/Chief Executive Officer, who is responsible for implementing Board policies, overseeing programs and operations, and managing staff. The President/Chief Executive Officer supervises senior management staff who oversee core functional areas including programs and services, operations, finance, compliance and development. Program and operational staff carry out service delivery, facility operations, and administrative functions. Clear lines of authority and accountability are established to ensure effective management, financial controls, and compliance with funding requirements, including federal, state, and local regulations. The agency maintains written policies and procedures governing financial management, procurement, personnel, and program operations. This organizational structure supports efficient decision-making, strong internal controls, and consistent service delivery while ensuring responsible stewardship of public and private resources.

F. Required Documents

Completed by mmclendon@yumafoodbank.org on 1/9/2026 1:15 PM

Case Id: 30740

Name: Yuma Community Food Bank - 2026

Address: 2404 E 24th Street, Yuma, AZ 85365

F. Required Documents

Please provide the following information.

Please download the following documents and upload them below:

- [504-ADA Form](#)
- [Financial Management Certification](#)
- [Non Profit Civil Rights Certification](#)

Documentation



Civil Rights Certification

DRAFT - Non-profit Civil Rights Certification.docx



Meeting Minutes, if applicable to the CDBG activity

***No files uploaded*



Financial Management Certification

DRAFT - Financial Management Certification.doc



504/ADA compliance

SRAFT - 504-ADA Compliance.doc

Submit

Completed by mmclendon@yumafoodbank.org on 1/9/2026 1:18 PM

Case Id: 30740**Name:** Yuma Community Food Bank - 2026**Address:** 2404 E 24th Street, Yuma, AZ 85365

Submit

Once a prequalification application is submitted, it can only be "Re-opened" once approved by an Administrator. Once submitted, you will not be able to move forward with this application until your eligibility status has been determined by the program administrator.

The undersigned acknowledges the following:

- ☒ That, to the best of my knowledge and belief, all information provided is true and correct and all estimates are reasonable.
- ☒ Yuma County will be the applicant to the Arizona State Department of Housing (ADOH) on behalf of the organization for the CDBG funds.
- ☒ The Yuma County Board of Supervisors has the right to select the project(s) for application for the CDBG funds.
- ☒ If the project is selected, additional information will be requested by the County Grants staff from the organization. Should the organization not provide the requested information on a timely basis, the project may be rejected with cause.
- ☒ The application is for CDBG Regional Account Funds FY2026 , State Special Project Funds FY2025 and FY2026, and Colonia Set Aside Funds FY2025-FY2026 from the Arizona Department of Housing (ADOH). The availability of funds for the project is contingent upon the timely execution of the Agreement between the State and Yuma County. A contract between Yuma County and the Organization will only commence after all required processes have been completed with ADOH for the expenditure of funds. No activities on the project may start until a "Notice to Proceed" is issued by Yuma County.
- ☒ If the project is funded, the organization agrees to abide by all federal grant policies and all federal, state, and County procurement policies in the implementation of the project and the expenditure of funds.

Signature:

Mary A McClendon

Electronically signed by mmclendon@yumafoodbank.org on 1/9/2026 1:18 PM

FY2026 Community Development Block Grant (CDBG)

County Administration -Grants



Diana Veloz, Community Planning Administrative Director
February 19, 2026

WHAT IS CDBG?

The Community Development Block Grant Program (CDBG)

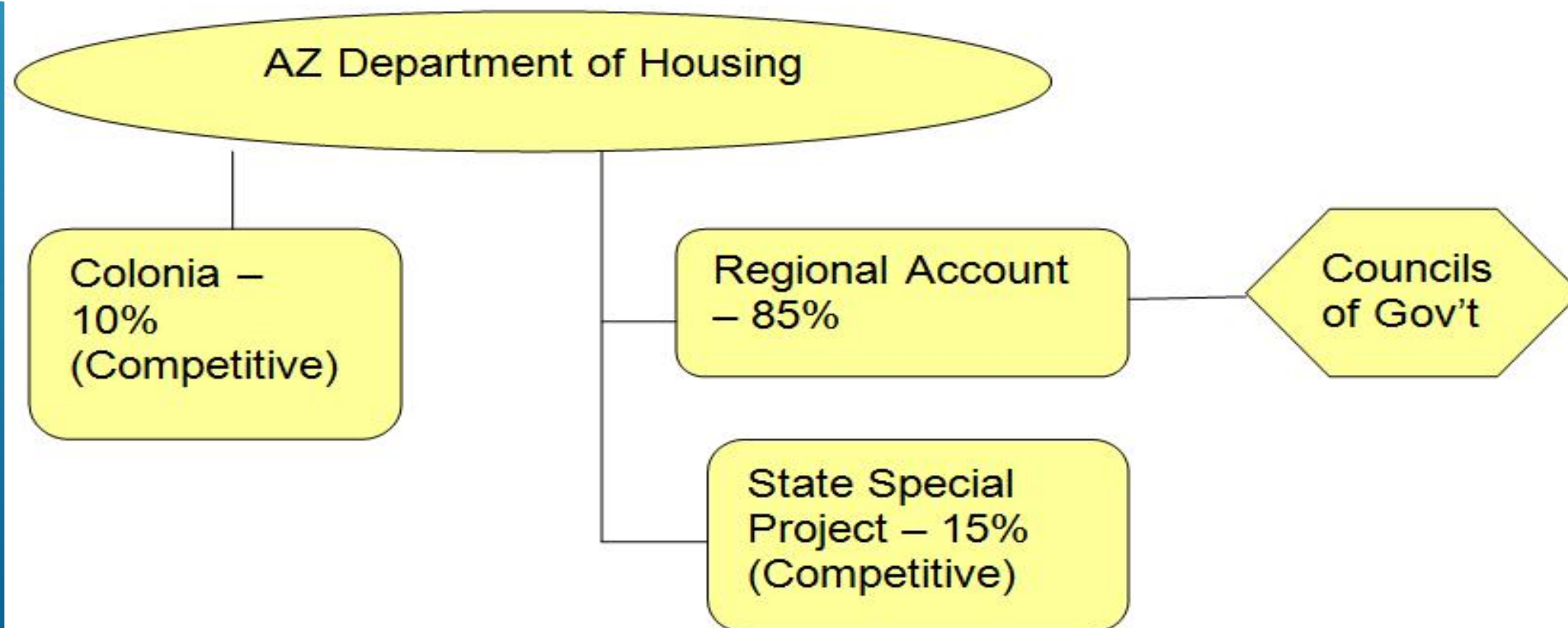


- Provides communities with resources to address unique community development needs.
- The program is authorized under Title I of the Housing and Community Development Act of 1974.
- The program provides annual grants on a formula basis to local governments and states.

CDBG APPLICATIONS



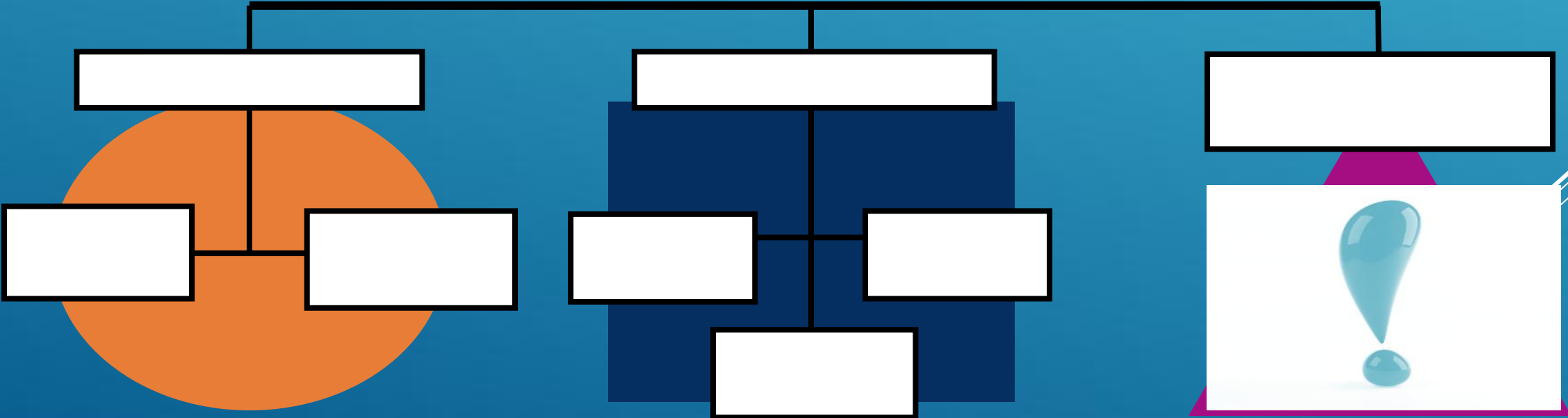
1. Regional Account (RA)
2. State Special Projects (SSP)
3. Colonial Projects (CP)



NATIONAL OBJECTIVES



- 1. Prevent or eliminate slum or blighted areas
- 2. Address an urgent or emergency community need
- 3. Low-moderate (LM) income benefit



EXAMPLES OF ELIGIBLE CDBG GRANT ACTIVITIES



- PUBLIC IMPROVEMENTS
- PUBLIC FACILITIES
- REHABILITATION OF RESIDENTIAL AND NON-RESIDENTIAL BUILDINGS
- PUBLIC SERVICES
- ACQUISITION OF LAND OR REAL PROPERTY TO BE USED FOR ELIGIBLE PURPOSES
- PLANNING AND ADMINISTRATION
- ENERGY CONSERVATION AND RENEWABLE ENERGY RESOURCES

CDBG PAST PROJECTS



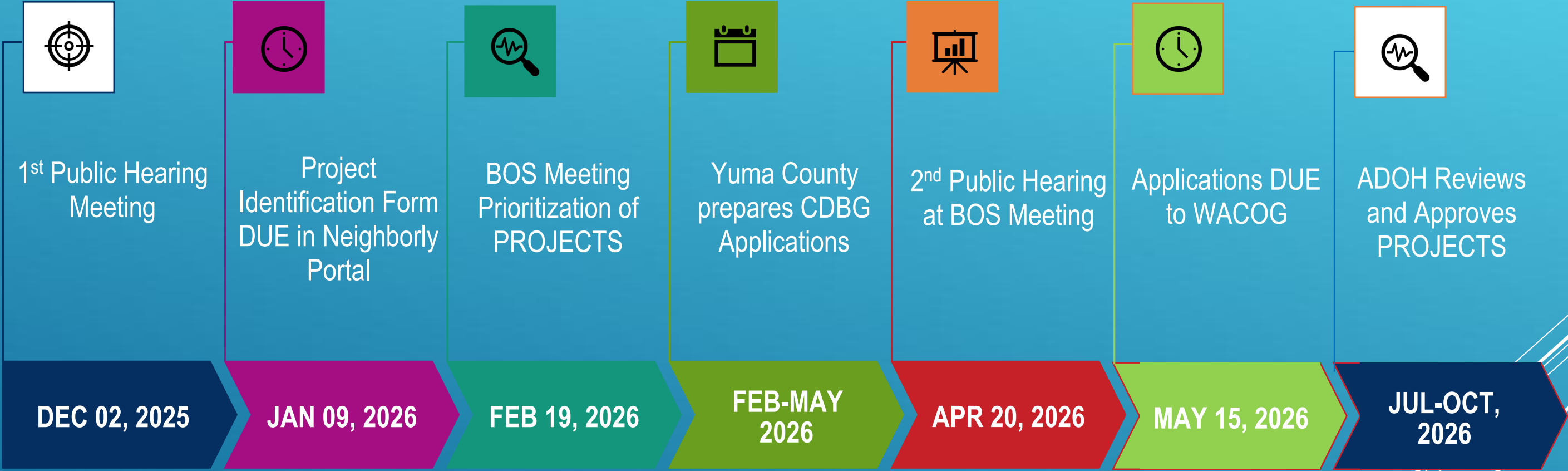
RA FY 2022

- OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM
- YUMA COUNTY FOOTHILLS COMMUNITY PARK IMPROVEMENTS
- CATHOLIC COMMUNITY SERVICES – SAFE HOUSE EXPANSION

RA FY 2024

- COMITE – LAS CASITAS APARTMENTS HVAC REPLACEMENT PHASE II
- CATHOLIC COMMUNITY SERVICES – SAFE HOUSE IMPROVEMENTS
- AVENUE B & C FERGUGON LATERAL CANAL DESIGN

PROJECTED FY2026 CDBG PROJECT TIMELINE



CDBG FY2026 PROJECT RANKING

CDBG BOS PROJECT RANKING

AGENCY		PROJECT REQUEST	ESTIMATED AMOUNT	Eligible Projects		Category	BOS RANK #	
CDBG Regional Account \$464,000 estimated allocation								
Estimated FY2026 CDBG Regional Allocation			\$ 464,000	Eligible Projects		Category	BOS RANK #	
Estimated 18% Administration			\$ 83,520					
TOTAL ESTIMATED FUNDS FOR PROJECTS			\$ 380,480	YES	NO			
A	Yuma Community Food Bank	This project will replace an existing 20-year-old freezer with a new ENERGY STAR-certified, code-compliant unit to ensure safe storage of donated food.	\$ 300,000.00	X		LM Benefit: Limited Clientele	\$ -	0
B	Comite De Bienestar	This project will install new energy-efficient, double-pane windows in 76 residential units and replace 12 HVAC units to improve energy efficiency and living conditions.	\$ 175,000.00	X		LM Benefit: Limited Clientele	\$ -	0
C	Housing America	This project will install energy-efficient, double-pane windows in 16 HUD-assisted units, and complete a full ADA-compliant modification to one unit to improve accessibility.	\$ 75,000.00	X		LM Benefit: Limited Clientele	\$ -	0
D	Campesinos Sin Fronteras	This project is intended to assist 20 low-income households by addressing urgent health, safety, energy-efficiency, and accessibility needs in owner-occupied homes, while preserving affordable housing needs.	\$ 110,000.00	X		LM Benefit: Limited Clientele	\$ -	0
			\$ 660,000.00				\$ -	
CDBG Special State Projects								
	AGENCY	PROJECT REQUEST	ESTIMATED AMOUNT				BOS RANK #	
E	Ferguson Lateral Canal: West Main Canal to 5th Street Multi-Use Pathway Project.	This project will construct a safe, multi-use pathway for walking and biking to improve pedestrian and cyclist safety while enhancing accessibility in the residential area.	\$ 500,000.00			LM Benefit: Limited Clientele	\$ -	\$ -
F	Tacna Kiwanis Park - New Construction of an ADA Bathroom with septic system	This project will install a modular, ADA-accessible restroom and an adult changing station, including the construction of a septic system, to address an identified need.	\$ 500,000.00			*Special Survey is required	\$ -	\$ -
			\$ 1,000,000.00					
CDBG Set-a-Side COLONIA								
	AGENCY	PROJECT REQUEST	ESTIMATED AMOUNT				BOS RANK #	
G	Yuma County	Yuma County Housing Rehabilitation Program provides eligible low-income households with repairs to address health, safety, and accessibility needs.	\$ 500,000.00			LM Benefit: Limited Clientele	\$ -	\$ -
			\$ 500,000.00					

QUESTIONS?



[illegible]

AGENCY		PROJECT REQUEST	AWARDED	Eligible Projects		Category	AWARDED		ADMIN
CDBG Regional Account \$464,000 estimated allocation									
Estimated FY2026 CDBG Regional Allocation			\$ 464,000						
Estimated 18% Administration			\$ 83,520						
TOTAL ESTIMATED FUNDS FOR PROJECTS			\$ 380,480	YES	NO				
A	Yuma Community Food Bank	This project will replace an existing 20-year-old freezer with a new ENERGY STAR–certified, code-compliant unit to ensure safe storage of donated food.	\$ 300,000.00	X		LM Benefit: Limited Clientele	\$ -	\$ -	\$ -
B	Comite De Bienestar	This project will install new energy-efficient, double-pane windows in 76 residential units and replace 12 HVAC units to improve energy efficiency and living conditions.	\$ 175,000.00	X		LM Benefit: Limited Clientele	\$ -	\$ -	\$ -
C	Housing America	This project will install energy-efficient, double-pane windows in 16 HUD-assisted units, and complete a full ADA-compliant modification to one unit to improve accessibility.	\$ 75,000.00	X		LM Benefit: Limited Clientele	\$ -		\$ -
D	Campesinos Sin Fronteras	This project is intended to assist 20 low-income households by addressing urgent health, safety, energy-efficiency, and accessibility needs in owner-occupied homes, while preserving affordable housing needs.	\$ 110,000.00	X		LM Benefit: Limited Clientele	\$ -		\$ -
			660,000				\$ -	\$ -	\$ -
CDBG Special State Projects									
	AGENCY	PROJECT REQUEST	ESTIMATED AMOUNT				BOS RANK #		
E	Ave. B&C Canal Sidewalk Project	This project will construct a safe, multi-use pathway for walking and biking to improve pedestrian and cyclist safety while enhancing accessibility in the residential area.	\$ 500,000.00				\$ -		
F	Tacna Kiwanis Park - New Construction of an ADA Bathroom with septic system	This project will install a modular, ADA-accessible restroom and an adult changing station, including the construction of a septic system, to address an identified need.							
			500,000						
CDBG Set-a-Side COLONIA									
	AGENCY	PROJECT REQUEST	ESTIMATED AMOUNT				BOS RANK #		
G	Yuma County	Yuma County Housing Rehabilitation Program provides eligible low-income households with repairs to address health, safety, and accessibility needs.	\$ 500,000.00				\$ -		
			\$ 500,000.00						

AIR-14244**Discussion 2.****BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** Broadband Projects Update and Discussion**Submitted by Agency Head:** Joshua Scott **Prepared by:** Joshua Scott**Department:** County Administration**Special District(s):****Strategic Priorities:** Effective Governance

Information**1. REQUESTED BOARD ACTION:**

County Administration: Update regarding Yuma County's Fixed Wireless Broadband for Precision Agriculture and Middle Mile Broadband projects, followed by discussion and possible action to allocate additional funds for extending the Middle Mile network to the Fixed Wireless tower locations.

2. SUMMARY:

An update will be provided on the Fixed Wireless Broadband for Precision Agriculture and Middle Mile Broadband projects to include current costs and schedules. A recent cost estimate from ALLO, the County's Middle Mile contractor, indicates that constructing fiber optic cable to all the tower locations being constructed for the Fixed Wireless Broadband for Precision Agriculture project is approximately \$2,400,000. Possible action may be taken to allocate additional funding to extend fiber optic cables from the Middle Mile Broadband network to all tower locations.

3. RECOMMENDED MOTION:

Update regarding Yuma County's Fixed Wireless Broadband for Precision Agriculture and Middle Mile Broadband projects, followed by discussion and possible action to allocate additional funds for extending the Middle Mile network to the Fixed Wireless tower locations.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration. L.Gomez 02/09/26.

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 02.09.2026.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/9/26

Fiscal Impact

Attachments

Presentation

Broadband Projects Update

Wireless Infrastructure for AgTech Middle Mile Network

Presented to

Yuma County Board of Supervisors

February 19, 2026

by

Josh Scott, Deputy County Administrator

Wireless Infrastructure for AgTech



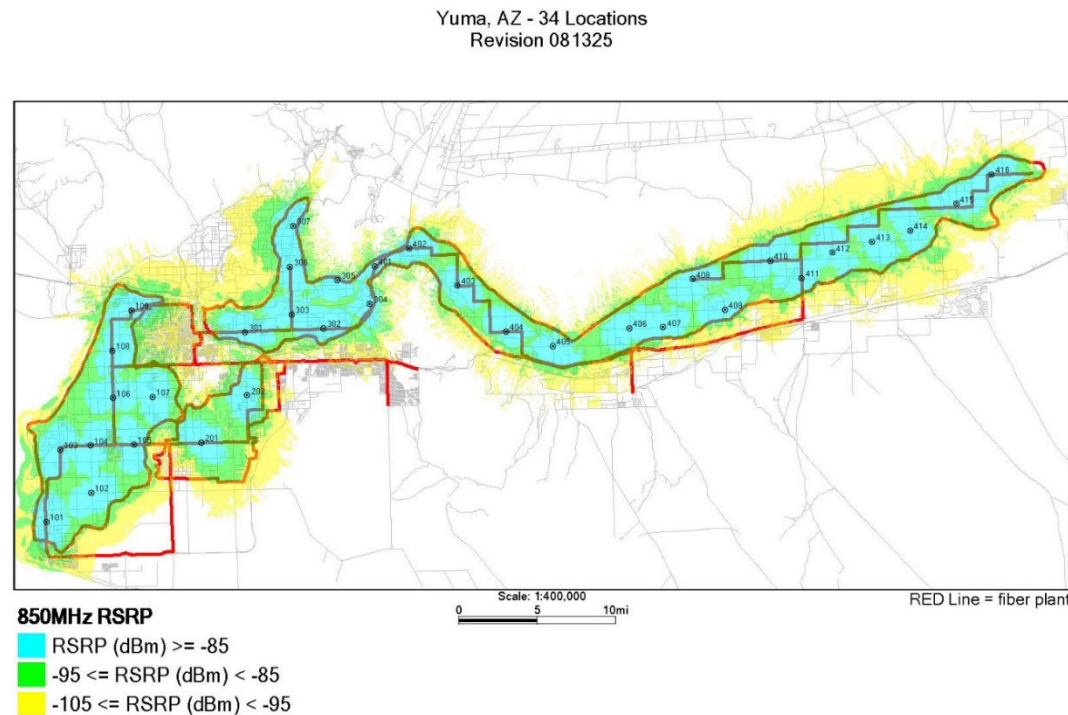
Goals

- Support on-farm AgTech
- Affordable
- Reliable
- Multiple technologies
- Water conservation

Wireless Infrastructure for AgTech

Project Summary

- Coverage for Yuma area irrigation districts
- Monopoles
 - 50 foot height
 - Support macro sites
 - Design and cost evolution
- Power and fiber to each site



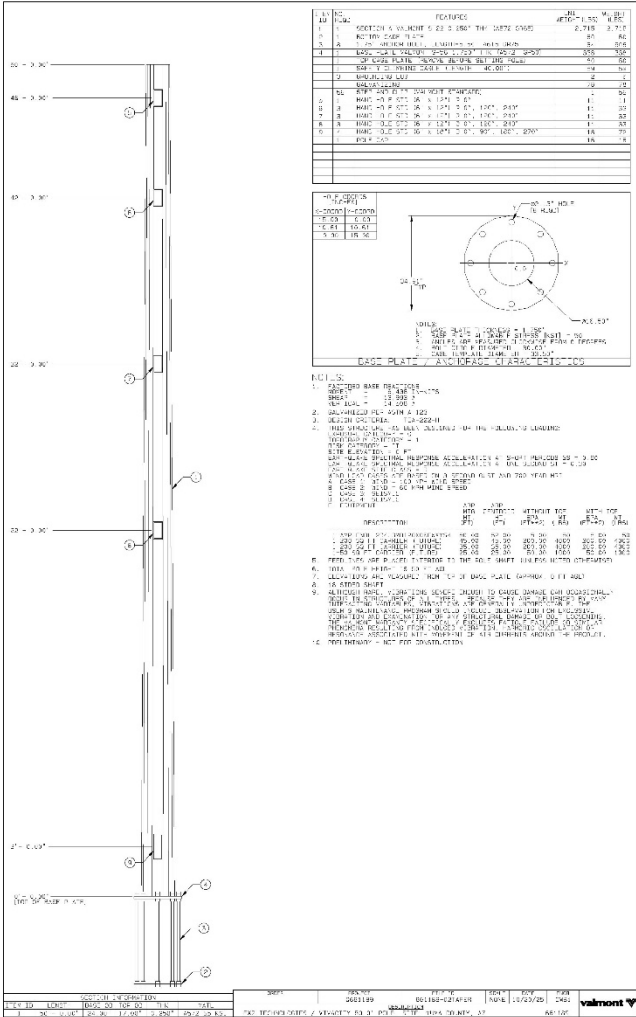
Wireless Infrastructure for AgTech



Project Funding

- \$6M Governor's Office Grant (State ARPA)
 - Administrative \$46,410
 - Engineering \$438,192
 - Construction \$5,418,578

Wireless Infrastructure for AgTech



Wireless Infrastructure for AgTech



Schedule

- Tower manufacturing: January – May, 2026
- Site work: March - May, 2026
- Tower install: May – July, 2026
- Closeout/Project Completion: August, 2026

Middle Mile Network

Goals

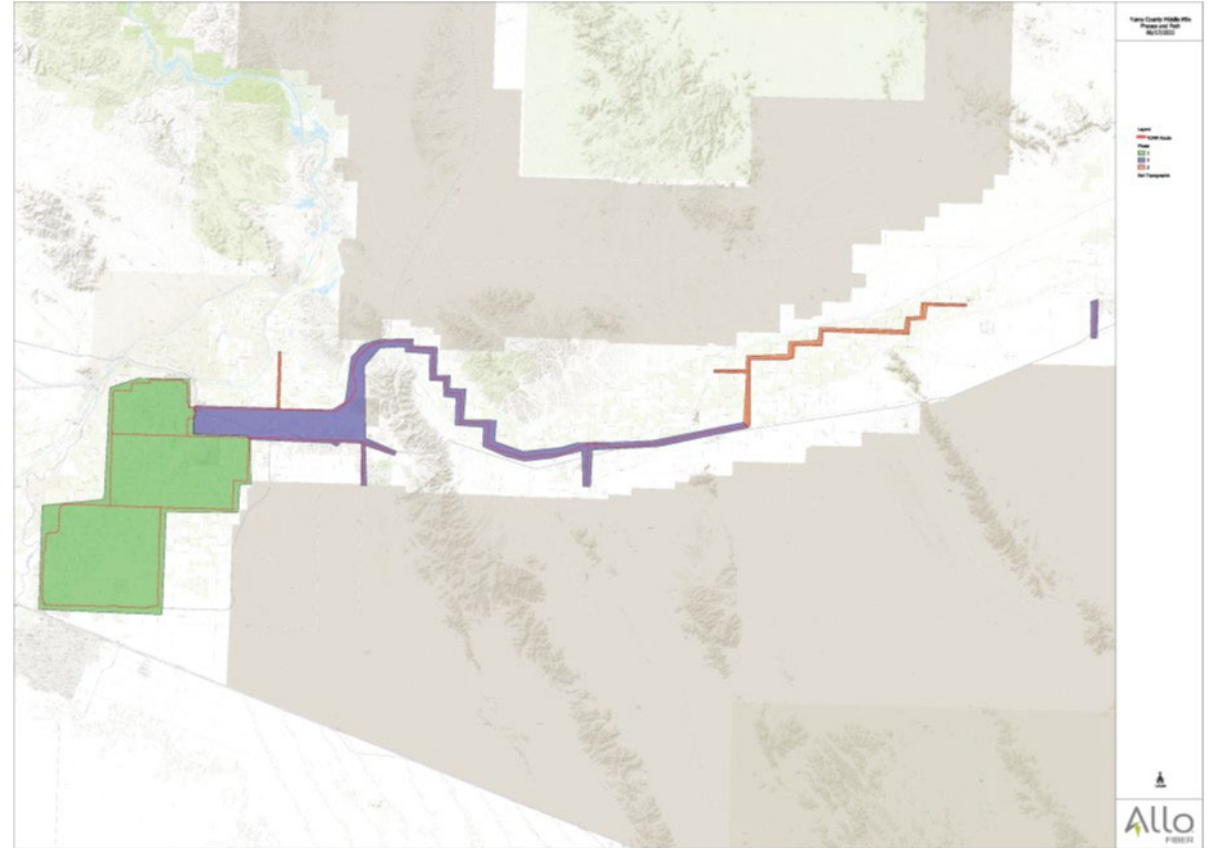
- All fiber optic
- Affordable
- Reliable
- Scalable
- Next generation high-speed internet



Middle Mile Network

Project Funding

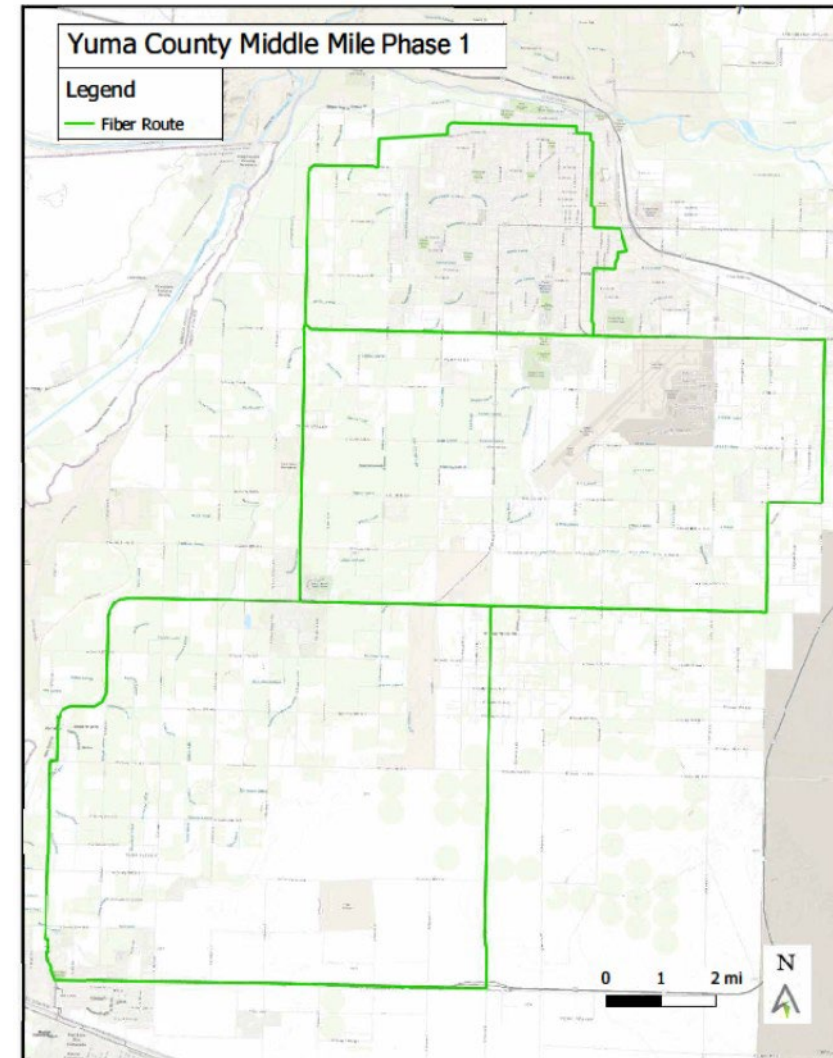
- \$18.7M County ARPA
- \$10.0M ACA Grant
- \$234,000 Additional ARPA
- \$30,000 Program Income
- \$788,000 Interest Earned



Middle Mile Network

Phase 1

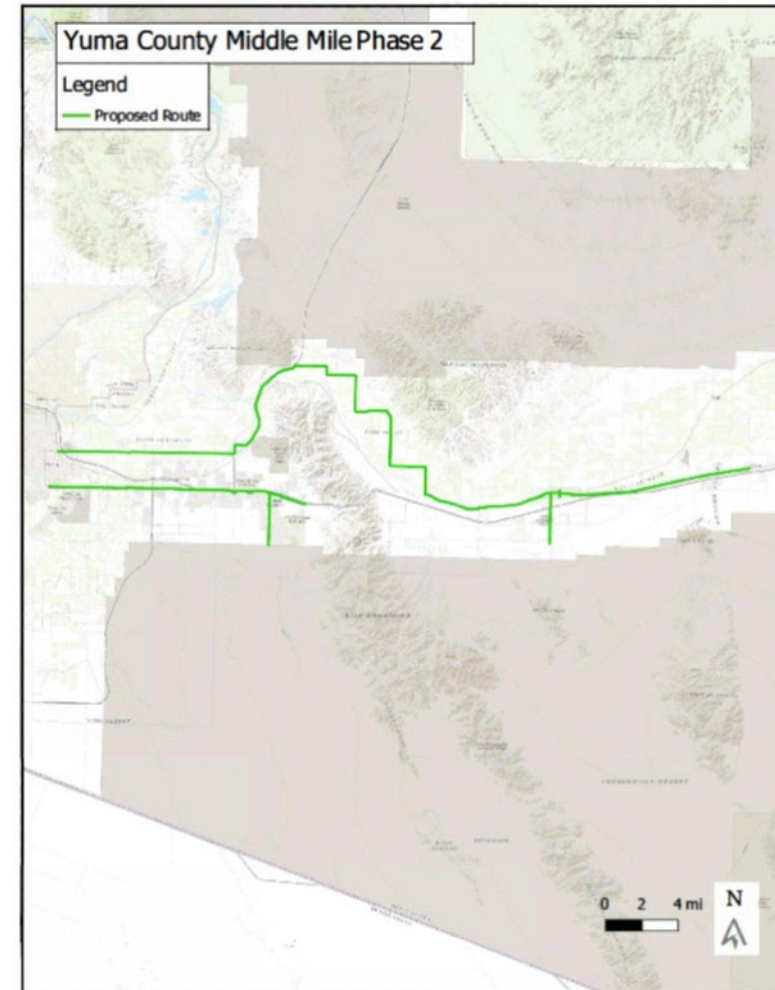
- 100% Complete
- Yuma, Somerton, San Luis
- \$12,319,855
- 69.93 miles of dark fiber



Middle Mile Network

Phase 2

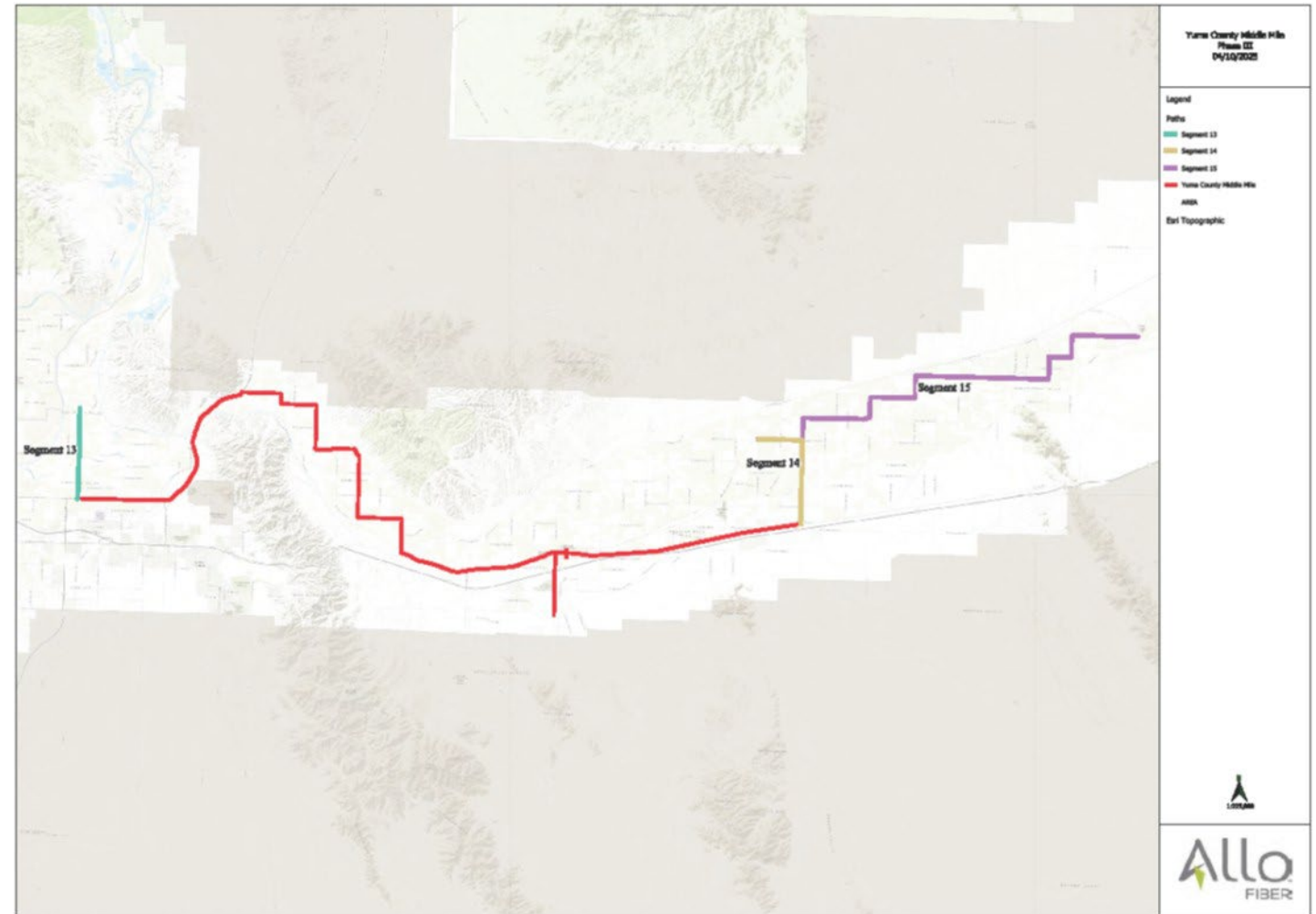
- 96% Complete
- Foothills, Dome Valley, Tacna
- \$11,819,465
- 68.78 miles of dark fiber



Middle Mile Network

Phase 3

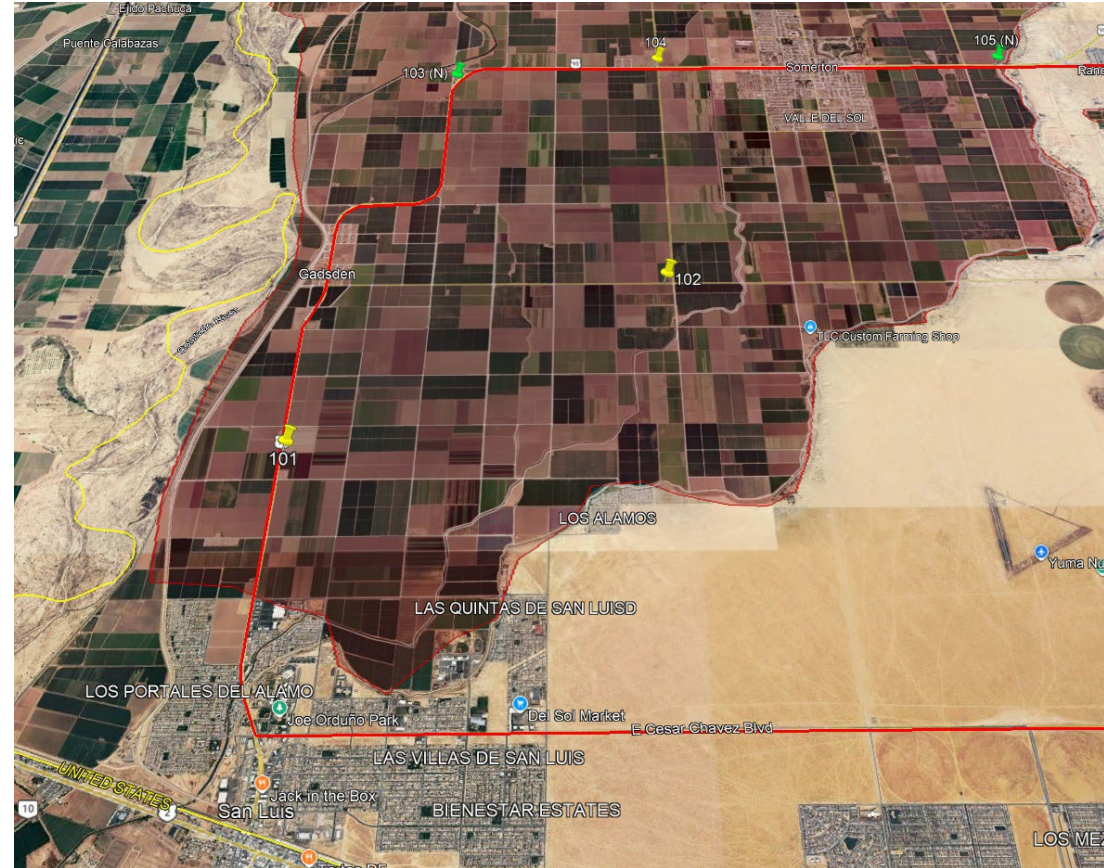
- 3% Complete
- North Gila Valley, Roll, Texas Hill
- \$5,271,921
- 30.12 miles of dark fiber



Middle Mile Network

Middle Mile Expansion

- Fiber to monopoles
- 48 strand cable
- 2 strands reserved for monopoles
- ~\$2.4M
- Potential sources
 - LATCF
 - Program Income
 - ARPA Interest



Questions?



AIR-14238**BOS Regular Agenda****Meeting Date:** 02/19/2026

Title: Text Amendment Case No. 25-05 to amend the Yuma County Comprehensive Building Safety Code by adopting Ordinance No. 2026-01

Submitted For: Ty Martinez**Submitted By:** Maggie Castro**Department:** Planning & Zoning Division - DDS**Rezoning 1.****Rezoning Full Hearings**

Information**1. REQUESTED BOARD ACTION:**

Development Services/Building Safety Division: **Text Amendment Case No. 25-05:** An amendment to the Yuma County Comprehensive Building Safety Code pursuant to Arizona Revised Statutes § 11-861 to adopt the 2024 International Codes which include the 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code by Ordinance No. 2026-01.

2. SUMMARY:

Staff concurs with the Planning Commission recommendation of approval.

3. Commission's Recommended Motion:

Approve Text Amendment Case No. 25-05 (with a 6 to 0 vote).

4. Staff's Recommended Motion:

Approve Text Amendment Case No. 25-05 and adopt Ordinance No. 2026-01.

COUNTY ATTORNEY:

Approved as to form. J. Holzer, 2.06.2026.

COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/6/26

Attachments

Ordinance

Staff report

11-18-2025 P&Z Commission meeting minutes

12-16-25 P&Z Draft meeting minutes

Publisher's Affidavit

**YUMA COUNTY BOARD OF SUPERVISORS
ORDINANCE NO. 2026-01**

AN ORDINANCE BY THE BOARD OF SUPERVISORS
OF YUMA COUNTY AMENDING THE YUMA COUNTY
COMPREHENSIVE BUILDING SAFETY CODE TO
CONFORM TO THE CITY OF YUMA'S BUILDING CODE

WHEREAS: Arizona Revised Statute section §11-861 provides that; “[i]n any county that has adopted zoning pursuant to this chapter, the board of supervisors may adopt and enforce, for the unincorporated areas of the county so zoned, a building code and other related codes to regulate the quality, type of material and workmanship of all aspects of construction of building or structures”; and

WHEREAS: A.R.S. §11-861 allows a county to adopt any code adopted by any national organization or association that is organized and conducted for the purpose of developing codes or that has been adopted by the largest city in that county; and

WHEREAS: The County of Yuma previously adopted the building code adopted by the largest city in the county, the City of Yuma, through Yuma County Ordinance No. 2013-01; and

WHEREAS: The County of Yuma's code is entitled the Yuma County Comprehensive Building Safety Code; and

WHEREAS: If the Board of Supervisors adopts the City of Yuma's code as per A.R.S. §11-861, and the city subsequently amends its code, A.R.S. §11-861 also requires the County to adopt parallel changes to its building code within ninety days of receiving written notification of a change to the city code, or shall terminate the city code and adopt any code adopted by any national organization or association that is organized and conducted for the purpose of developing codes; and

WHEREAS: The City of Yuma has modified its building code by adopting a building code by reference through its Ordinance Nos. O2025-033, Ordinance No. O2025-034, and Ordinance O2025-035, all dated the 1st day of October, 2025; and

WHEREAS: The County now chooses to amend its building code to conform to the City of Yuma's Building Code and the provisions of A.R.S. §11-861; and

WHEREAS: The Yuma County Planning and Zoning Commission, after appropriate and proper advertisement and notice, held a public hearing on November 18, 2025, and with a vote of 10-0, recommends amending the Yuma County Comprehensive Building Safety Code to conform to the City of Yuma's building code; and

YUMA COUNTY BOARD OF SUPERVISORS

ORDINANCE NO. 2026-01: Building Code Adoption

Page 1 of 3

WHEREAS: Any reference to the city disciplines in the above referenced City documents and materials shall denote the following for Yuma County:

City Ordinances
Yuma City Council

County Ordinances
Yuma County Board of Supervisors

City Clerk

Clerk of the Board

Fire Prevention Bureau of the
City of Yuma Fire Department

Department of Development Services-
Rural Metro Fire Department

Legal Counsel

Yuma County Attorney's

Office Class I Misdemeanor, and shall
Be punished as provided in
Section 1-10 of the city code

Class 2 Misdemeanor; and

WHEREAS: Three copies of the 2024 International Building Code, 2024 International Residential Code, 2024 International Existing Code, as amended by the City of Yuma are on file in the Office of the County Clerk, and are hereby declared to be public records, and said copies are ordered to remain on file with the Clerk of the Board; and

WHEREAS: In any specific case different sections of the Yuma County Comprehensive Building Safety Code and other codes of this jurisdiction specify different materials, methods of construction, or other requirements, the more restrictive shall govern, where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable; and

WHEREAS: Yuma County has a statutorily adopted fee schedule for services at the Department of Development Services, fees mentioned in the referenced codes or in the City disciplines of this ordinance shall not apply; and

WHEREAS: The Yuma County Board of Supervisors after appropriate and proper advertisement and notice, held a public hearing for the amendment of the Yuma County Comprehensive Building Safety Code on February 19, 2026; and

WHEREAS: any persons or corporation who shall violate any provision of the code adopted by this Ordinance shall be guilty of a Class 2 Misdemeanor and each and every day during which the illegal erection, construction, reconstruction, alteration, maintenance or use continues is a separate offense.

NOW, THEREFORE, BE IT ORDAINED that the Yuma County Board of Supervisors does this date, to become effective at 12:01 A.M. on March 23, 2026:

1) Amend the Yuma County Comprehensive Building Safety Code to conform to the City of Yuma's building codes, to wit, the 2024 International Building Code, 2024 International Residential Code, 2024 International Existing Building Code, with all amendments adopted by the City of Yuma; and

2) Direct Yuma County Department of Development Services to enforce the requirements as set forth in the Arizona Revised Statutes §11-861, as may be applicable to and enforceable by Yuma County; and

3) This Ordinance shall supersede the Yuma County Board of Supervisors Ordinance No. 2022-01 dated October 3, 2022.

Adopted this ____ day of _____, 2026

Martin Porchas, Chairman Board of _____
Supervisors

ATTEST:

Desiree Gunderman _____
Clerk of the Board

APPROVED AS TO FORM:

County Attorney _____



Yuma County, Arizona
DEPARTMENT OF DEVELOPMENT SERVICES
2351 West 26th Street, Yuma, Arizona 85364
Phone: (928) 817-5000
Fax: (928) 817-5020

M E M O R A N D U M

TO: Planning & Zoning Commission

FROM: Ty Martinez, Chief Building/Fire Code Official

RE: **Text Amendment Case No. 25-05:** An amendment to the Yuma County Comprehensive Building Safety Code to adopt the 2024 International Codes which include the 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code pursuant to Arizona Revised Statutes § 11-861

DATE: December 16, 2025

The intent of this request is to amend the Yuma County Comprehensive Building Safety Code by adopting the 2024 International Codes which include the 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code pursuant to Arizona Revised Statutes (ARS) § 11-861.

The City of Yuma has recently adopted the 2024 International Codes, which include the following:

- 2024 International Building Code
- 2024 International Residential Code
- 2024 International Existing Building Code

In order to comply with the requirements of ARS § 11-861, Yuma County must amend its Comprehensive Building Safety Code to maintain consistency with the City of Yuma's adopted codes. Adoption of the City of Yuma's codes, along with their respective local amendments, will update construction regulations within the unincorporated areas of Yuma County and promote regional uniformity.

Contractors, design professionals, and other stakeholders have expressed a desire for consistent building standards throughout the county, allowing them to operate under a unified code framework.

Staff Recommendation:

Staff recommends approval of Text Amendment Case No. 25-05 to amend the Yuma County Comprehensive Building Safety Code by adopting the 2024 International Codes which include 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code pursuant to Arizona Revised Statutes § 11-861.

ITEM No. 8: Request to initiate an amendment to the Yuma County Comprehensive Building Safety Code to adopt the 2024 International Codes which include the 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code pursuant to ARS § 11-861 .

Pursuant to Arizona Revised Statutes (ARS) § 11-861, the Chief Building/Fire Code Official respectfully requests that the Planning & Zoning Commission initiate an amendment to the Yuma County Comprehensive Building Safety Code.

The City of Yuma has recently adopted the 2024 International Codes, which include the following:

- 2024 International Building Code
- 2024 International Residential Code
- 2024 International Existing Building Code

In order to comply with the requirements of ARS § 11-861, Yuma County must amend its Comprehensive Building Safety Code to maintain consistency with the City of Yuma's adopted codes. Adoption of the City of Yuma's codes, along with their respective local amendments, will update construction regulations within the unincorporated areas of Yuma County and promote regional uniformity.

Contractors, design professionals, and other stakeholders have expressed a desire for consistent building standards throughout the county, allowing them to operate under a unified code framework.

Staff recommends initiating an amendment to the Yuma County Comprehensive Building Safety Code to adopt the 2024 International Codes which include 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code pursuant to ARS § 11-861

Ty Martinez, Chief Building Fire Code Official for Yuma County, explained that under Arizona Revised Statutes 11-861, the county can either adopt the amended building code from the largest municipality or a national building code. The county has historically followed the city's amended code, which allows local builders to provide input through a building advisory board. The proposal is to initiate an amendment to the Yuma County Comprehensive Building Safety Code to adopt the 2024 International Codes, including the International Building Code, National Residential Code, and International Existing Building Code.

Chairman Bryant inquired when the City adopted the code.

Ty Martinez, Chief Building Fire Code Official for Yuma County, stated the city adopted it in October.

Chairman Bryant asked how long the county has to either adopt the city's new code or to adopt the residential code.

Ty Martinez, Chief Building Fire Code Official for Yuma County stated they have 90 days.

Commissioner McDermott asked if staff had received a letter from the contractor's association.

Ty Martinez, Chief Building Fire Code Official, stated receiving support from the Yuma Southwest Contractors Association, which favors adopting codes consistent with the city. This alignment simplifies plan preparation and permit submissions, especially in areas where county and city jurisdictions intersect.

Commissioner Allen asked about the city having issues with the elevators in certain buildings and if this part of this encompass that as well.

Ty Martinez, Chief Building Fire Code Official for Yuma County, explained recent building code challenges related to accessibility requirements. The updated code includes stricter ADA rules and still requires elevators for buildings where the public needs access, such as stores or mercantile spaces, even if they are under 3,000 square feet. However, the intent is not to require elevators for non-public areas like equipment rooms, storage rooms, machine rooms, or IT rooms. Requiring elevators in these spaces would place an unnecessary burden on small local builders. The concern arose from a misconception that elevators would be required everywhere, but the requirement only applies to public-access spaces.

Chairman Bryant confirmed that these accessibility clarifications are part of the 2024 code. The city has already made the necessary adjustments in their amended version, so by adopting the city's version, the county would automatically resolve the issue as well.

Ty Martinez, Chief Building Fire Code Official for Yuma County, noted that the county is unlikely to see many of these types of developments right now, but when such projects do occur, the updated code would appropriately exempt non-public rooms like storage or equipment rooms from unnecessary elevator requirements.

Chairman Bryant opened the discussion to the public.

There being no one else to come forward, Chairman Bryant closed the discussion to the public.

MOTION (VAN WHY/ GARCIA): Approve as presented.

VOICE VOTE: VOICE VOTE: Mosqueda-AYE; Allen-AYE; Bowers-AYE; Bryant-AYE; Rosales-AYE; Van Why-AYE; Mulhern-AYE; McDermott- AYE; Garcia-AYE

The motion carried 9-0.

ITEM No. 7: Text Amendment Case No. 25-05: An amendment to the Yuma County Comprehensive Building Safety Code to adopt the 2024 International Codes which include the 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code pursuant to Arizona Revised Statutes § 11-861.

Chief Building Official Ty Martinez presented Text Amendment 25-05 recommending approval to amend the Yuma County Comprehensive Building Safety Code by adopting the 2024 International Codes which include 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code pursuant to Arizona Revised Statutes § 11-861.

Vice-Chairman Bryant opened the discussion to the public.

There being no one to come forward, Vice-Chairman Van Why closed the discussion to the public.

MOTION (BOWERS/ MOSQUEDA): Approve as presented.

VOICE VOTE: VOICE VOTE: Mosqueda-AYE; Rice-AYE; Allen-AYE; Bowers-AYE; Van Why-AYE; McDermott-AYE.

The motion carried 6-0.



Publisher's Affidavit of Publication

o0o

STATE OF ARIZONA }
COUNTY OF YUMA }

Lisa Reilly or David Fornof, having been first duly sworn, deposes
and says: that Yuma Sun is a newspaper of general circulation
published daily in the City of Yuma, County of Yuma, State of Arizona;
that (s)he is the Publisher or Director of Operations of said paper; that the

NOTICE OF PUBLIC HEARING

DISPLAY AD 12/16/2025 P&Z

a printed copy of which, as it appeared in said paper, is hereto attached
and made a part of this affidavit, was published in Yuma Sun

For 1 issues; that the date of the first publication of said

NOTICE OF PUBLIC HEARING

DISPLAY AD 12/16/2025 P&Z

was NOVEMBER 27, 2025 and the date of the last publication

being NOVEMBER 27, 2025 and that the dates when said NOTICE

OF PUBLIC HEARING – DISPLAY AD 12/16/2025 P&Z

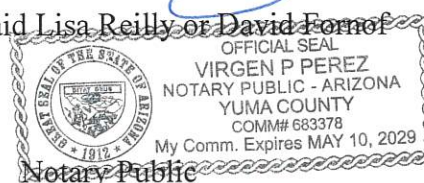
was printed and published in said paper were

NOVEMBER 27, 2025

Subscribed and sworn to before me, by the said Lisa Reilly or David Fornof

1st day of December, 2025.

Virgen P. Perez



My commission expires: **May 10, 2029**



NOTICE OF PUBLIC HEARING

The Yuma County Planning and Zoning Commission will hold a public hearing on December 16, 2025, at 5:30 p.m. in the Aldrich Auditorium in the Department of Development Services Building, 2351 West 26th Street (west entrance), Yuma, Arizona to consider the following items:

Text Amendment Case No. 25-04: A text amendment to the Yuma County Zoning Ordinance to consider changes to Section 704.03 – Definitions, to include a definition for “Influence Area”, to list the included and not included military installations or range or Arizona national guard site, to depict the corresponding boundaries on the Official Zoning Map, and to incorporate the respective layer into the Yuma County GIS.

Text Amendment Case No. 25-05: An amendment to the Yuma County Comprehensive Building Safety Code by adopting the 2024 International Code Council Codes which include the 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code pursuant to Arizona Revised Statutes § 11-861.

For further information about this hearing, please contact the Yuma County Planning & Zoning Division, 2351 West 26th Street, Yuma, Arizona (928) 817-5000, or TDD (Arizona Relay Service), call in 1-800-367-8939, and call back 1-800-842-4681. Handicapped individuals with special accessibility needs should contact the County at the number above at least 2 working days prior to the hearing with special need requirements.

AIR-14173**BOS Regular Agenda****Meeting Date:** 02/19/2026**Title:** Special Use Permit Case No. 25-20**Submitted For:** Maggie Castro**Department:** Planning & Zoning Division - DDS**Rezoning 2.
Rezoning Full Hearings****Submitted By:** Jesus Carrillo

Information**1. REQUESTED BOARD ACTION:**

Development Services/Planning & Zoning Division: **Special Use Permit Case No. 25-20:** Michael & Sandra Scariot request a Special Use Permit per Section 607.03(A) of the Yuma County Zoning Ordinance to allow a 12-step group meeting facility, known as the Alano Club, on a parcel 1.37 acres in size zoned Manufactured Home Subdivision-20,000 square feet minimum (MHS-20), Assessor's Parcel Number 701-60-087, located at 12731 East 38th Street, Yuma, Arizona.

2. SUMMARY:

Staff concurs with the Planning Commission's recommendation of approval.

The staff report provides a summary of the requested action, applicant name, location of property, and staff recommendation that was presented to the Planning Commission. The vicinity map, applicant's letter, comments received, minutes from the Planning Commission, affidavit of publication and PowerPoint presentation are attached.

Staff received opposition to this request which amounts to 15% of property owners by number and 6% of property owners by area. This level of opposition does not trigger a super-majority vote for approval of the request.

3. Commission's Recommended Motion:

Approve the request subject to the attached Performance and Operational Conditions (with a vote of 5 to 1).

4. Staff's Recommended Motion:

Approve the request as recommended by the Planning Commission.

COUNTY ATTORNEY:

Approved as to form. M. Davy 01.29.26

COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/6/26

Attachments

AirForm Page 2

Staff Report

Zoning Map

Site Plan

Development Evaluation Checklist

Letter In Opposition

Planning and Zoning Minutes

P&Z Affidavit of Publisher

PPT presentation

Affidavit of Publication

AIR Form: SUP25-20

Page 2

REQUESTED BOARD ACTION; (continued)

Legal Description: Subdivision: FOOTHILLS SUB 5 E 188.5 OF N2 OF LOT 6 Section: 09
Township: 09S Range: 21W MBL HOME TITLE: DKT 1521/177 SERIAL: 436X-U YEAR: 1975
MAKE: LAGUNA SIZE: 24X60

SUMMARY; (continued)**CHRONOLOGY:**

10-21-2025 Application received
11-25-2025 Property posted for the Planning Commission's public hearing
11-26-2025 Public notice mailed to properties within 300 feet of the request, the City of Yuma, and relevant agencies/stakeholders
11-26-2025 Legal ad appears in the Yuma Daily Sun for the Planning Commission's public hearing
12-05-2025 Letter mailed informing applicant of item being placed on Planning Commission's public hearing agenda
12-05-2025 Staff report mailed to applicant and/or agent
12-16-2025 Planning Commission recommends approval
01-20-2026 Property posted for the Board of Supervisors' public hearing
01-29-2026 Legal ad appears in the Yuma Daily Sun for the Board of Supervisors' public hearing
01-29-2026 Letter mailed informing applicant of item being placed on the Board of Supervisors' agenda
02-19-2026 Board of Supervisors' hearing

RECOMMENDATION:**Performance Conditions.**

- 1) The owner or applicant shall record the following documents within 60 days of Board of Supervisors approval of this Special Use Permit case and submit them to the Department of Development Services:
 - a. An avigation disclosure statement.
 - b. An range disclosure statement.
2. Prior to beginning operations or within 180 days of approval by the Board of Supervisors, the circulation and parking area shall be surfaced with a dust-inhibitor treated aggregate base course (ABC).

Operational Conditions.

1. The Special Use Permit shall be valid for a period not to exceed five (5) years from the date of approval by the Yuma County Board of Supervisors.
2. All parking must be accommodated on-site. Parking in the right-of-way is prohibited.
3. The hours of operation for the philanthropic 12-step group meeting facility center shall be limited to 6:00 a.m. to 8:00 p.m., Monday through Sunday.



STAFF REPORT TO THE COMMISSION

December 16, 2025

Special Use Permit Case No. 25-20

REQUEST: A Special Use Permit per Section 607.03(A) of the Yuma County Zoning Ordinance to allow a 12-step group meeting facility, known as the Alano Club, on a parcel 1.37 acres in size zoned Manufactured Home Subdivision-20,000 square feet minimum (MHS-20), Assessor's Parcel Number 701-60-087, located at 12731 East 38th Street, Yuma, Arizona.

APPLICANT: Michael & Sandra Scariot

Application is within Supervisor District 3, Supervisor Darren Simmons. Planning Commissioners are Scott Mulhern and Danny Bryant. Staff report prepared by Jesus Carrillo, Senior Planner.

LOCATION: Starting at the intersection of Interstate 8 and Foothills Boulevard, travel south on Foothills Boulevard for approximately one-half (½) mile to 38th Street and turn west (right). Travel approximately 0.14 mile to the subject property located at 12731 East 38th Street.

INTENT:

The applicant's intent is to allow a philanthropic 12-step group meeting facility.

SITE CONDITIONS:

The subject property is developed with a manufactured home and accessory structures. It is located within Foothills No. 5 subdivision, recorded in 1969, which originally consisted of eight lots. In 1991, Lot 6 was further subdivided into two parcels per recorded deed number 1521/175.

Physical access to the property is from 38th Street, a paved road 26 feet in width with 50 feet of dedicated right-of-way.

Surrounding Zoning and Land Uses: Parcels to the north, northwest, and northeast are zoned Recreational Vehicle Subdivision (RVS) and are developed with a mix of site-built and manufactured homes. Parcel 86 directly to the west is zoned Manufactured Home Subdivision–10,000 square feet (MHS-10) is developed with a manufactured home. Parcels 10 through 18 further west are zoned RVS and are developed with a mix of manufactured homes and recreational vehicles. Parcel 85, located directly south is zoned Manufactured Home Subdivision–20,000 square feet minimum (MHS-20) and is undeveloped. Parcel 90 directly to the east is zoned General Commercial (C-2) and is the location of a carwash and an auto/RV care center. Parcel 20 further east and southeast is also zoned C-2 and is the location of a liquidation business. Parcel 88 further east is also zoned C-2 and is the location of vacant shopping center.

The purpose of the Manufactured Home Subdivision (MHS) zoning district is to provide orderly development of residential subdivisions accommodating manufactured or site built homes.

The subject property is located in the Foothills Planning Area of the 2030 Comprehensive Plan and is designated as Urban Density Residential (R-UD). This designation supports residential uses and densities that are urban in nature and allows the highest possible density of residential development. It is primarily characterized by multi-family dwelling units and recreational vehicle parks. Philanthropic 12-step group meeting facility are allowed with the approval of a Special Use Permit in the MHS zoning district.

The subject property is located within the ten minute response time radius from the Sheriff's Foothills substation located at 13190 East South Frontage Road and within the six minute response time radius from the Rural-Metro Fire Department Station No. 10 located at 13157 East 44th Street, Yuma, Arizona.

The subject property is not in the high noise or accident potential zone, however, it is located under Restricted Airspace. The Yuma County Zoning Ordinance, Section 202.00 defines Restricted Airspace as: *Airspace established pursuant to 14 CFR Part 73 that is assigned by the Federal Aviation Administration and identified by an area on the surface of the earth within which the flight of aircraft, while not wholly prohibited, is subject to restrictions. Restricted airspace denotes the existence of unusual, often invisible hazards to aircraft such as artillery firing, aerial gunnery, guided missiles, or unmanned aerial vehicles, and unauthorized use of restricted airspace may be extremely hazardous to an aircraft and its occupants.*

CRITICAL ISSUES:

Required Conclusions from Yuma County Zoning Ordinance: (Section 402.01)

1. The proposed development will not materially affect or endanger the public health, safety or welfare.

The proposed philanthropic 12-step group meeting facility is not expected to adversely impact public health, safety, or welfare. Because meetings will be scheduled and limited in frequency, the development will not generate a substantial increase in vehicular traffic in the area.

2. The proposed development complies with all regulations and standards applicable within the zoning district specifically applicable to the particular type of special use or class of special uses.

The proposed development complies with all applicable regulations and standards of the MHS zoning district. The applicant's site plan demonstrates that the property is adequate in size and configuration to accommodate the proposed use, with all meetings to be held inside the existing residence. Any additional requirements will be reviewed and addressed during the building permit application process.

3. The proposed development will not substantially change or materially affect the adjoining property or the surrounding area.

The philanthropic 12-step meeting facility will operate within the existing residence and maintain the property's residential character. It is compatible with the Urban Density Residential (R-UD) designation of the Foothills Planning Area and will not alter the established pattern of development in the area.

4. The proposed development will be in harmony with the area in which it is located.

The philanthropic 12-step meeting facility will operate quietly within the existing residence and will not alter the residential appearance of the property. Its low-impact nature is compatible with the surrounding neighborhood and supports the residential character of the Foothills Planning Area.

Ordinances, codes and regulations that pertain to the application:

- Yuma County Zoning Ordinance
- Yuma County Comprehensive Building Code
- 2003 International Fire Code (IFC)
- Environmental Health Laws (ARS Titles 36 and 49)
- Yuma County Flood Control District
- Public Works Standards Volume I, Section 7.2.8 Driveway/Curb Cuts.
- Federal Aviation Administration (FAA)
- Federal Communications Commission (FCC)

SUMMARY NOTES:

SUPPORT STAFF SUMMARY: The Engineering Department, Environmental Health Section, and Flood Control District find this request satisfactory. Building Safety Division provided the following comment: All the requirements of the Yuma County Comprehensive Building Safety Code and the 2003 International Fire Code shall be met.

LETTERS OF SUPPORT, OPPOSITION, AGENCY, MILITARY, SPECIAL INTEREST, etc:

- Antonio Martines MCAS Yuma provided the following comment: The subject parcel is located approximately 2.2 miles from the Barry M. Goldwater Range West (BMGR-W) northern boundary. It is requested that Avigation easement and Range Disclosure Statements be recorded to recognize the noise, interference, or vibrations due to aviation operations that may occur at the nearby Marine Corps Air Station Yuma, Yuma International Airport Aviation Complex, BMGR, and its associated flight paths

CITIZEN COMMENTS: Staff has not received any comments at this time.

Development Evaluation Checklist (DEC): The Development Evaluation Checklist identifies the following Impact Categories: Conformance to Existing Plans; Land Use Compatibility: Natural Resources; Public Infrastructure; Natural Environmental Conditions; Manmade Environmental Conditions; and Health, Safety and Welfare. A point system is used to score whether a proposal should likely be approved or denied. Of a possible maximum score of 300, the total score for this proposal is 300. A score from 275 to 300 represents a proposal is likely to be in compliance with adopted land use plans, policies, and objectives, has good access, and is compatible with

surrounding development. A score falling in this category represents a proposal that likely should be approved.

CHRONOLOGY:

10-21-2025	Application received
11-25-2025	Property posted for the Planning Commission's public hearing
11-26-2025	Public notice mailed to properties within 300 feet of the request, the City of Yuma, and relevant agencies/stakeholders
11-26-2025	Legal ad appears in the Yuma Daily Sun for the Planning Commission's public hearing
12-05-2025	Letter mailed informing applicant of item being placed on Planning Commission's public hearing agenda
12-05-2025	Staff report mailed to applicant and/or agent
12-16-2025	Planning Commission's public hearing

RECOMMENDATION:

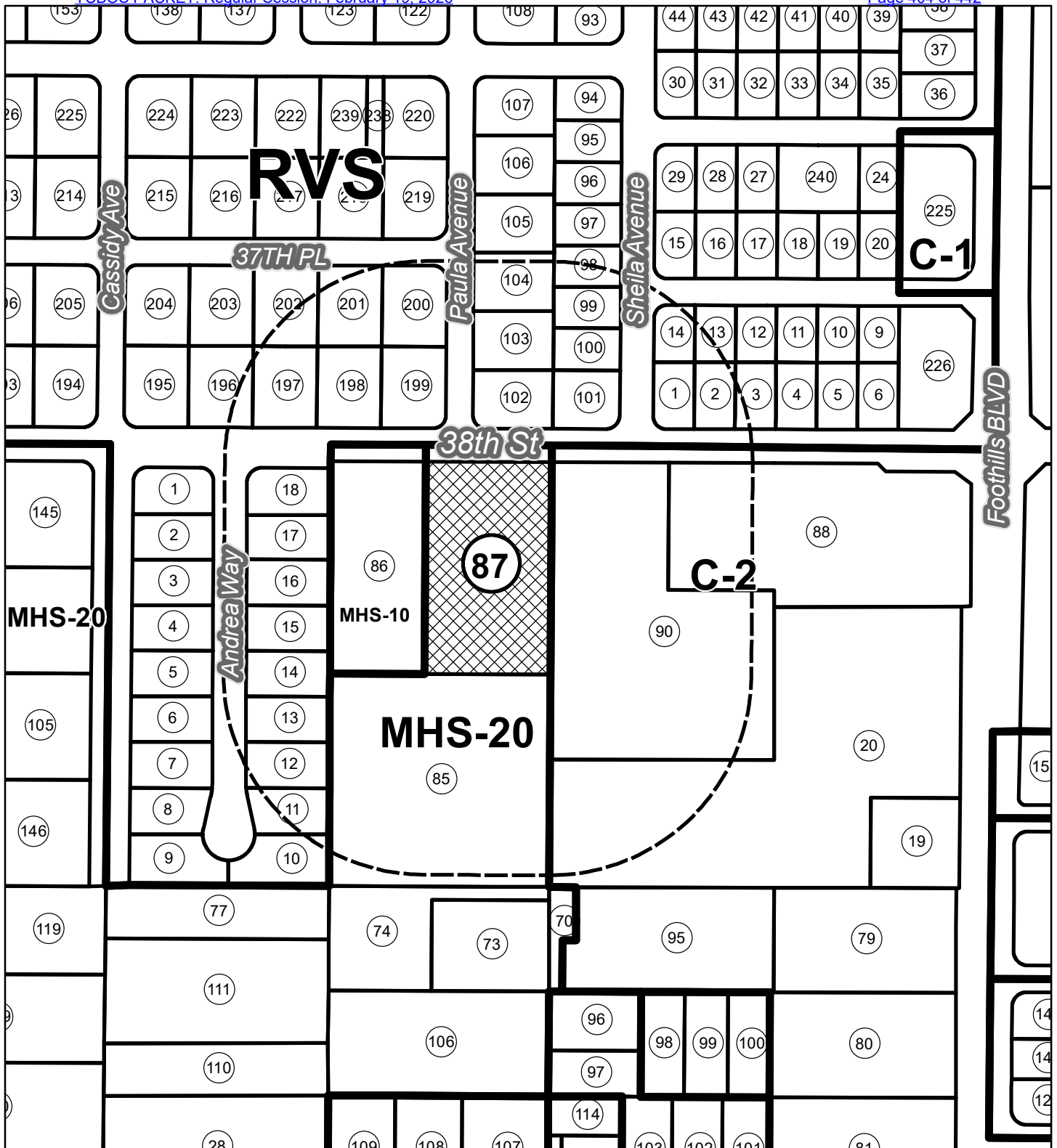
Staff recommends approval of this request subject to the following Performance and Operational Conditions:

Performance Conditions.

- 1) The owner or applicant shall record the following documents within 60 days of Board of Supervisors approval of this Special Use Permit case and submit them to the Department of Development Services:
 - a. An aviation disclosure statement.
 - b. An range disclosure statement.
2. Prior to beginning operations or within 180 days of approval by the Board of Supervisors, the circulation and parking area shall be surfaced with a dust-inhibitor treated aggregate base course (ABC).

Operational Conditions.

1. The Special Use Permit shall be valid for a period not to exceed five (5) years from the date of approval by the Yuma County Board of Supervisors.
2. All parking must be accommodated on-site. Parking in the right-of-way is prohibited.
3. The hours of operation for the philanthropic 12-step group meeting facility center shall be limited to 6:00 a.m. to 8:00 p.m., Monday through Sunday.



**DEPARTMENT OF
DEVELOPMENT
SERVICES**

PLANNING & ZONING DIVISION
2351 W. 26TH STREET
YUMA, AZ 85364

FOR INFORMATION ONLY - NO LIABILITY ASSUMED

CASE NO:
LOCATION:
APN(s):

SUP25-20
12731 E 38TH ST
701-60-087

CASE PLANNER: JESUS CARRILLO
DATE DRAWN: 11/13/2025
Reviewed by: N/A

SCALE: 1" = 200'



Legend

- 300' BUFFER
- SUBJECT PROPERTY
- CITY OF YUMA

AHJ

Yuma County

DATE

10/8/25

DRAWN BY

F. Valle

REPURPOSE AREA

12731 38TH ST

YUMA, AZ 85364

BluePrint

DESIGN & DRAFTING SVCS

YUMAVALLE@AOL.COM 928.941.9141

PLANS

SITE

SCALE

AS NOTED

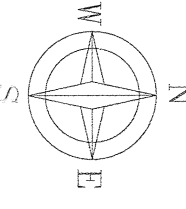
SHEET

1 of 4

Side Lot Dimension=317.4'

Front Lot Dimension=188.5'

12731 38th St



Rear Lot Dimension=188.5'

Side Lot Dimension=317.4'

EXISTING
STORAGE
200 SF

EXISTING
STORAGE
400 SF

EXISTING
STORAGE
200 SF

EXISTING
CLOTH SHADE
STRUCTURE
600 SF

EXISTING
STORAGE
200 SF

EXISTING
STORAGE
150 SF

EXISTING
HOUSE
1936 SF

EXISTING
COVER PATIO
154 SF

EXISTING
AZ RM
436 SF

EXISTING
COVER PATIO
77 SF

EXISTING
COVER PATIO
85 SF

EXISTING
CMU WALL

EXISTING
CMU WALL

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CMU WALL

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CMU WALL

EXISTING
WOOD TRELLIS

EXISTING
WOOD TRELLIS

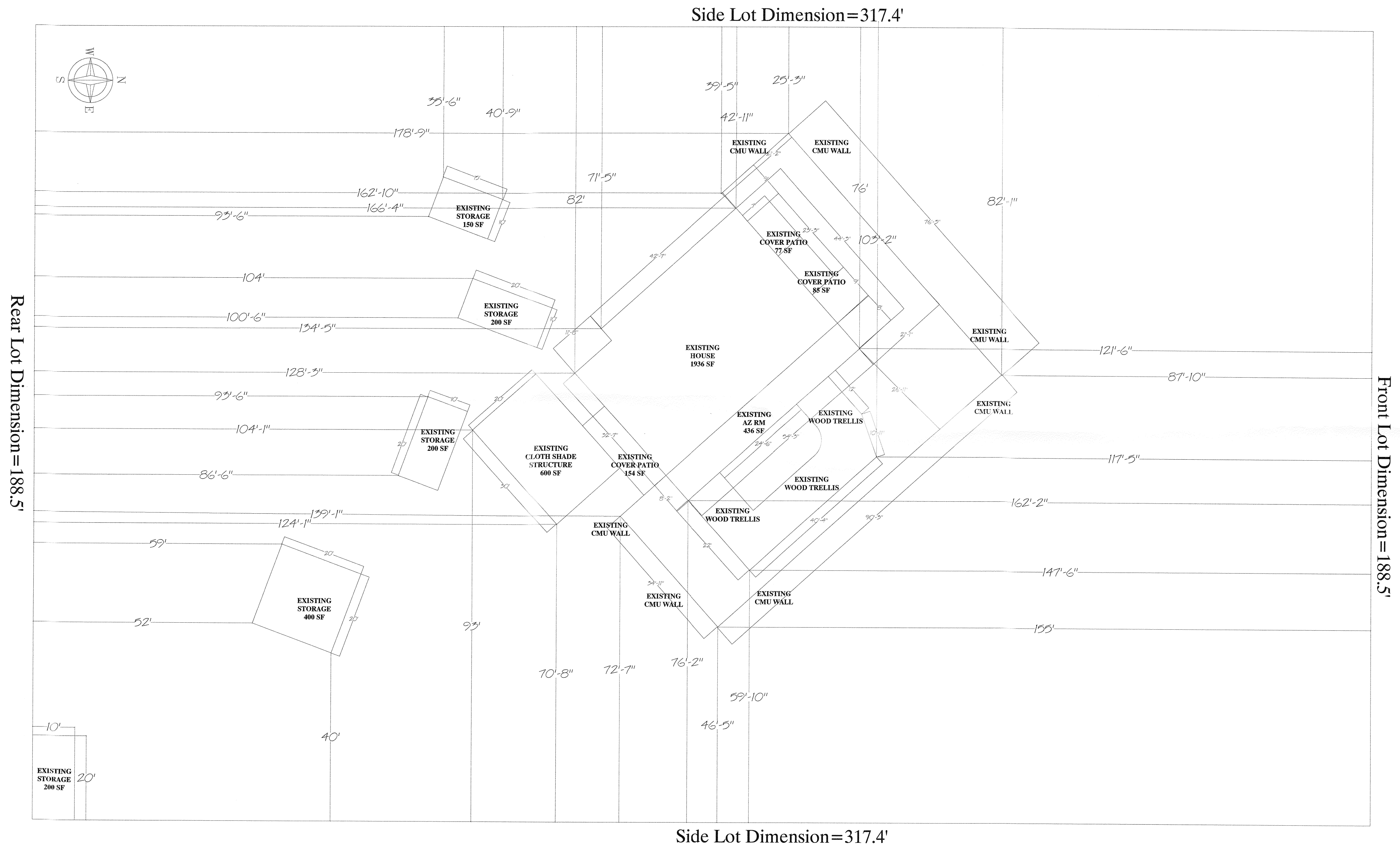
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WOOD TRELLIS

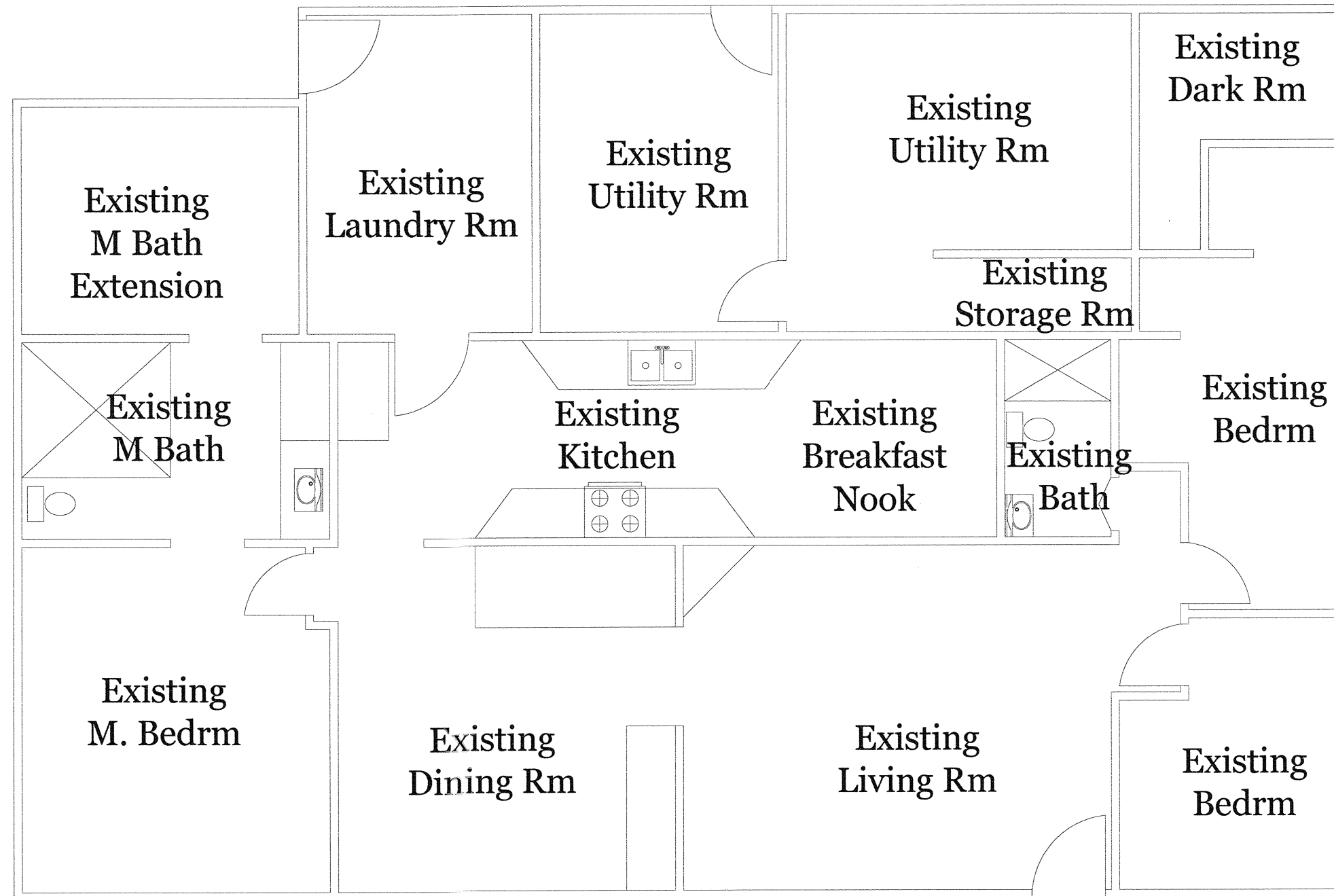
F. Valle

YUMA, AZ 85364

YUMAVALLE@AOL.COM 928.941.9141

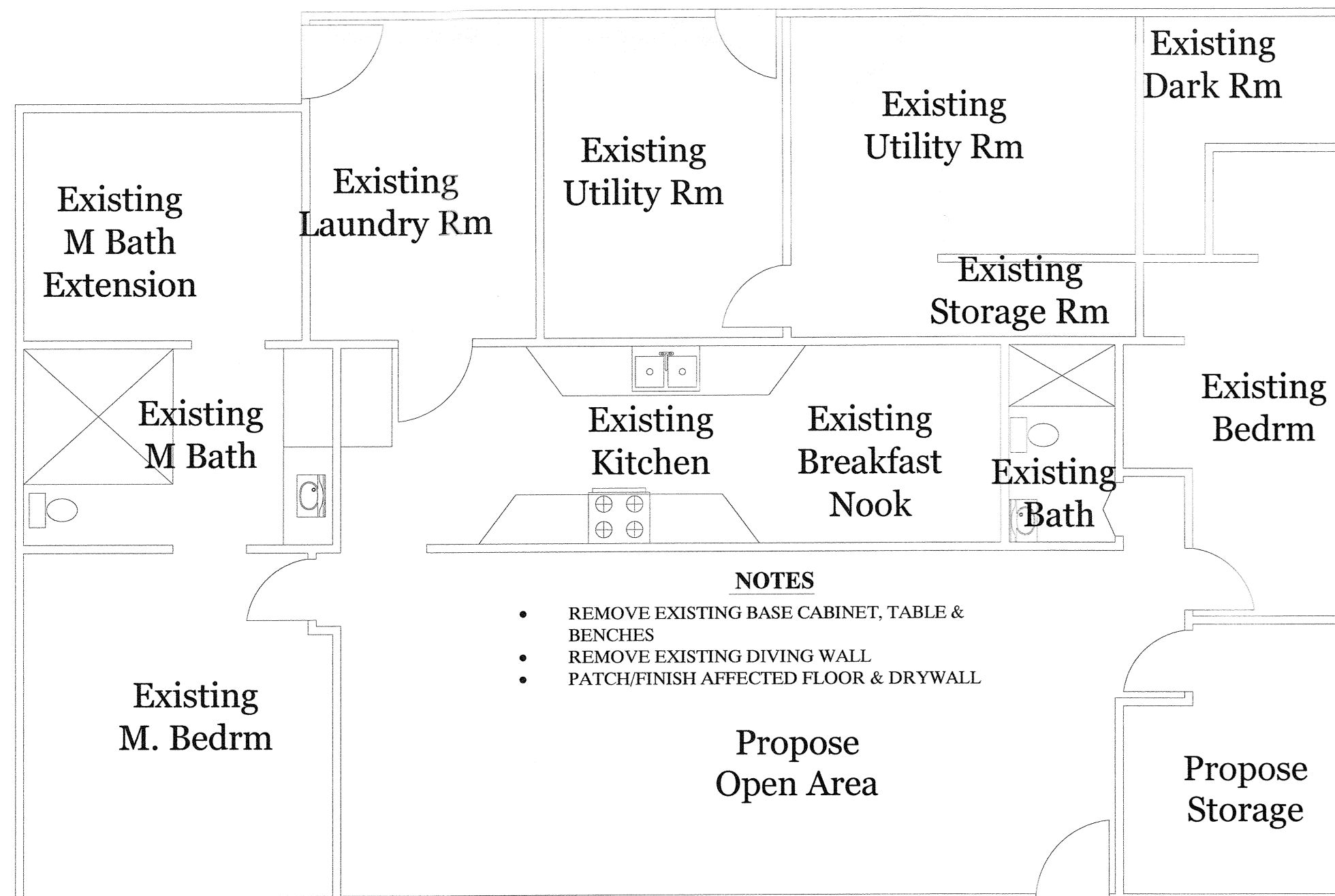
2 of 4





EXISTING LAYOUT

Scale: 1'=3/16"



NOTES

- REMOVE EXISTING BASE CABINET, TABLE & BENCHES
- REMOVE EXISTING DIVING WALL
- PATCH/FINISH AFFECTED FLOOR & DRYWALL

PROPOSE LAYOUT

Scale: 1'=3/16"

AHJ

Yuma County

DATE

10/8/25

DRAWN BY

F. Valle

REPURPOSE AREA

12731 38TH ST

YUMA, AZ 85364

BluePrint

DESIGN & DRAFTING SVCS

YUMAVALLE@AOL.COM 928.941.9141

PLANS

EXISTING
PROPOSE

SCALE

AS NOTED

SHEET

3 of 4

AHJ

Yuma County

DATE _____

10/8/25

DRAWN BY

F. Valle

REPURPOSE AREA
12731 38TH ST
YUMA, AZ 85364

BluePrint

DESIGN & DRAFTING SVCS
AVAILF@AOL.COM 938 84

YUMAVALLE@AOL.COM 928.941.9141

PLANS

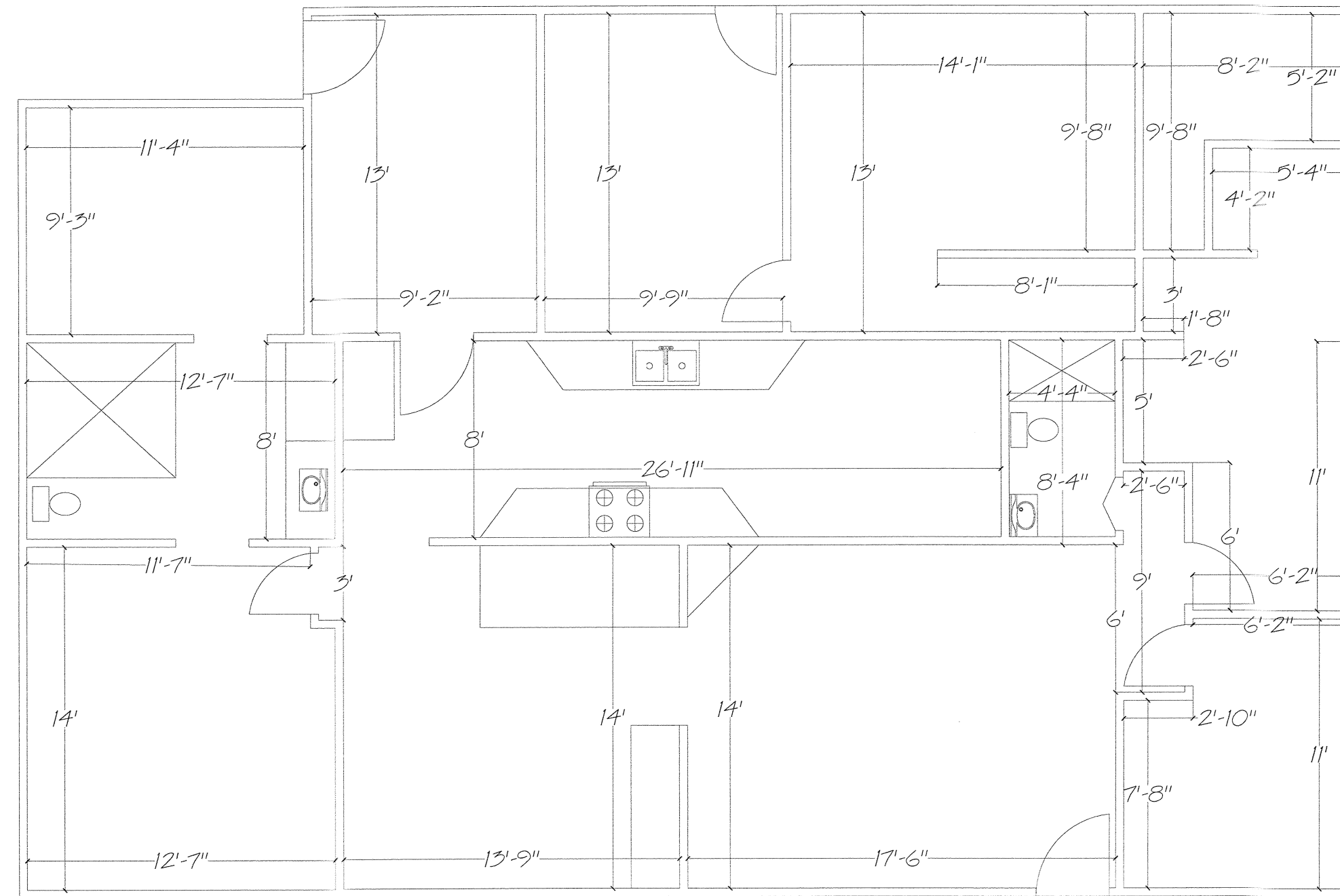
	EXISTING	PROPOSED
DIMENSIONS		

SCALE

AS NOTED

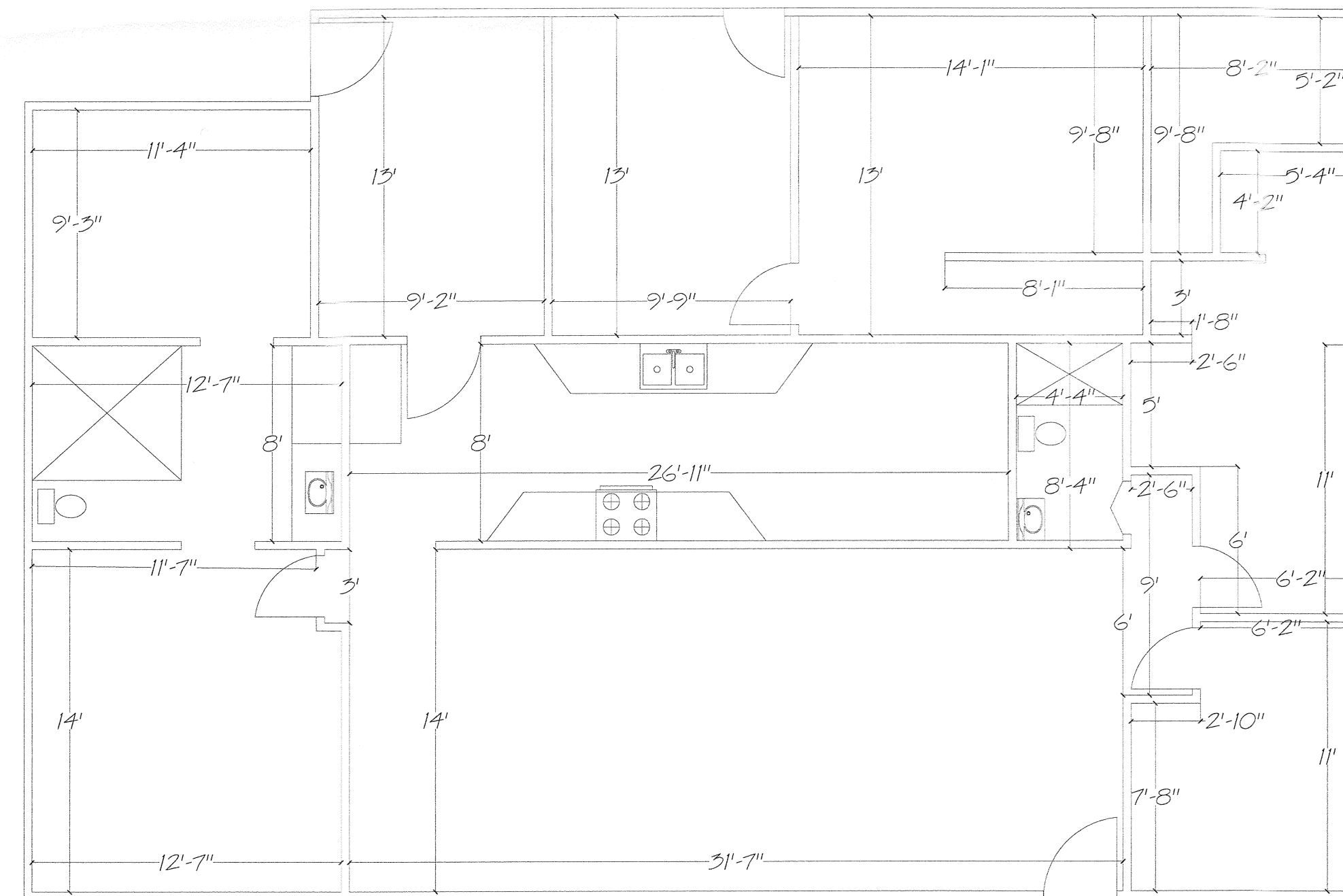
HEET

4 of 4



EXISTING LAYOUT

Scale: 1' = 3/16"



PROPOSE LAYOUT

Scale: 1' = 3/16"

Yuma County 2030 Comprehensive Plan						
Development Evaluation Checklist						
Case No.:	SUP25-20	Owner/Agent:	Michael & Sandra Scariot.			
Current Zoning:	MHS-20	Proposed Zoning:	N/A	Acreage:	1.37 NET ACRES	
IMPACT CATEGORY I.						
CONFORMANCE TO EXISTING PLANS				YES	NO	SCORE
1	The proposal is consistent with the Yuma County 2030 Comprehensive Plan, area plans, and other applicable county, state, or regional plans.			25	0	25
2	The proposed project reduces open space or rural preservation areas identified in the Yuma County 2030 Comprehensive Plan.			0	10	10
3	The proposed use is consistent and compatible with overlay zoning districts applicable to the subject parcel such as the Airport District, Gila Mountain, or Visual Corridor overlay zones.			10	0	10
IMPACT CATEGORY II.						
LAND USE COMPATIBILITY						
4	The proposed use is the same or similar to the uses in the surrounding vicinity.			25	0	25
5	The proposed density is the same or similar to the existing density in the surrounding vicinity.			25	0	25
6	The location of the project is appropriate considering proximity to existing transportation, shopping, services and employment.			25	0	25
IMPACT CATEGORY III.						
NATURAL RESOURCES						
7	The project, or a part of the project is located within the 100-year floodplain or floodway.			0	10	10
8	The subject parcel is located in an area of known high groundwater or a surface water source is present			0	5	5
9	The project will result in the loss of prime and/or unique farmland.			0	15	15
IMPACT CATEGORY IV.						
PUBLIC INFRASTRUCTURE						
10	Adequate improvements to the existing transportation system are proposed (i.e., intersection improvements, road widening, turn lanes, etc.) to accommodate the anticipated increase in traffic, or the development will not result in an increase in traffic.			15	0	15
11	Any public right-of-way necessary to accommodate the development has been or is proposed to be dedicated.			5	0	5
12	A traffic impact study is either not required, or if required has been completed indicating the conclusions and recommendations for improvements.			5	0	5
13	A public or private water system, or an on-site water source, will adequately serve the proposed development			5	0	5
IMPACT CATEGORY V.						

NATURAL ENVIRONMENTAL CONDITIONS

14	The project site contains endangered or threatened animal or plant species, or contains ecologically sensitive land.	0	5	5
15	The project site contains earthquake fault lines, fissures, cracks, sinkholes, craters, or is within an earthquake liquefaction area.	0	5	5
16	Soils within the project area are stable and suitable for the proposed development.	5	0	5
17	There are visual indications of previous slides, slumps or other soil problems (cracked walls and foundations, tilted trees or fences, settling, flooding, etc.) in the project area.	0	5	5
18	The site contains slopes of 12% or greater.	0	5	5

IMPACT CATEGORY VI.**MANMADE ENVIRONMENTAL CONDITIONS**

19	The site contains fossils, artifacts, relics, monuments, or structures of archaeological or cultural significance.	0	5	5
20	Given the existing noise and estimated future noise levels of the area, the site is appropriate for the proposed activities and facilities.	5	0	5
21	The project will increase PM ₁₀ (particulate matter 10 microns or less diameter) or other air pollution levels in the vicinity.	0	5	5
22	The proposed project will release emissions such as nitrates, sulfates, or organic carbons into the air, which may reasonable be anticipated to causes or contribute to regional haze or impairment of visibility.	0	15	15

IMPACT CATEGORY VII.**HEALTH, SAFETY, AND WELFARE**

23	Physical access to the site is traversable by a two-wheel drive passenger motor vehicle.	15	0	15
24	Access to or within the site is via a non-paved surface (which increases the amount of particulates such as soot or dust in the air).	0	10	10
25	Response time for emergency vehicles (Rural/Metro ambulance and fire) is 6 minutes or less, and 10 minutes or less for law enforcement (Sheriff's Dept.).	10	0	10
26	A legal public right of vehicular ingress and egress exists to and from the parcel.	10	0	10
27	The proposed land use is an allowed use according to the Yuma County Zoning Ordinance Airport District Land Use Matrix.	10	0	10
28	Elementary, middle, and high schools serving the subject property will be able to accommodate any projected enrollment increases within existing capacities.	10	0	10

TOTAL SCORE**300****MAXIMUM POSSIBLE SCORE****300****Prepared by:****Jesus Carrillo, Senior Planner****Date:****25-Nov-25**

<u>HIGH SCORE</u>	<u>MODERATE SCORE</u>	<u>LOW SCORE</u>
Total score is 275 to 300. A score falling in this category represents a proposal that likely should be approved. The proposal is likely to be in compliance with adopted land use plans, policies, and objectives, has good access, and is compatible with surrounding development.	Total score is 250 to 274. A score falling in this category represents a proposal that likely contains some redeeming qualities but is lacking in one or more areas. Proposals within this score range typically should be more carefully considered.	Total score is 249 or less A score falling in this category represents a proposal that likely should be denied. The proposal likely does not comply with several adopted land use policies, goals, or objectives, may not have physical or legal access, or may not be compatible with surrounding development.



Outlook

Special Use Permit Case # 25-20

From Nancy Alterman <gmananalt@gmail.com>**Date** Tue 12/9/2025 1:07 PM**To** Jesus Carrillo <Jesus.Carrillo@yumacountyaz.gov>

CAUTION: This email originated from outside Yuma County. Do not click on links or open attachments unless you recognize the sender and know the contents are safe.

Hello, We protest the use of the property at 12731 E 38th Street (across from our house) as a meeting place for recovering alcoholics and drug addicts. While we are empathetic to the need for treatment and meeting places we don't think putting this in a residential area of mostly elderly residents is a good idea. We understand that they have social events as well as meetings, including bonfires and such. We know the participants are supposed to be on the program and clean but who's to say some haven't relapsed? We are against the special use permit being issued. Foothills Blvd was a much better location for this Alano Club. Please relocate this to a non-residential setting.

Thank you

William and Nancy Alterman
11686 S Sheila Avenue
Yuma, AZ 85367

Sent from my iPhone



Outlook

Special Use Permit Case No.25-20 located at 12731 East 38Th Street

From Kathleen A. Lowery <chattykatty15@gmail.com>**Date** Fri 12/12/2025 12:29 PM**To** Jesus Carrillo <Jesus.Carrillo@yumacountyaz.gov>**CAUTION:** This email originated from outside Yuma County.

Do not click on links or open attachments unless you recognize the sender and know the contents are safe.

We are neighbors of the address 12731 East 38TH Street Yuma, Arizona. And we are concerned about the noise that may come from across the street. This is a quiet Street per say. And, we have lived here for 11+ years therefore we like it quiet.

I know businesses all need a place to be able to place their business. But really do you think in a residential area that would be a place for the business to be. I feel that it should be in a commercial space instead of a residential property. I know that there are commercial buildings due to the east of the property. Therefore I hope you understand. We are concerned our values will go down on our home with this business across the street.

Larry M and Kathleen A Lowery
11681 S Paula Ave
Yuma, AZ 85367

928-247-9252 or 928-509-3325 cellphone

Re:Special Use Permit per Section 607.03A

Jesus Carrillo, Senior Planner



Outlook

Special Use Permit Case No. 25-20

From Patricia S <ppseider@gmail.com>**Date** Sun 12/14/2025 6:19 PM**To** Jesus Carrillo <Jesus.Carrillo@yumacountyaz.gov>

CAUTION: This email originated from outside Yuma County. Do not click on links or open attachments unless you recognize the sender and know the contents are safe.

Re: Special Use Permit Case No. 25-20

Parcel Number 701-60-087 at 12731 East 38th Street, Yuma, AZ

As a homeowner on 38th Street, Parcel 198, I am almost directly across the street from this proposed facility. I absolutely protest to this permit being issued. I do not believe that a non-residential development of this nature is appropriate for this neighborhood.

The 12-step group facility proposed for this parcel would greatly affect the property values of homeowners in this quiet, peaceful neighborhood. This facility would bring in increased outside vehicle traffic, which would also bring noise, overflow parking on our streets and be a danger for the pedestrians who walk here and pets.

This could also increase trespassing, property crimes and litter. And would this program lead to increased homeless people staying in the area?

A facility for a community of addicted individuals is in no way desired in our neighborhood. A philanthropic facility, run as a non-profit, would add no tax dollars to support resources to our neighborhood.

I formally protest issuance of this permit.

Patricia Seider
12774 E 38th Street
Yuma, AZ

Sent from my iPad



Outlook

Special Use Permit Case No. 25-20

From Patricia S <ppseider@gmail.com>**Date** Sun 12/14/2025 6:52 PM**To** Jesus Carrillo <Jesus.Carrillo@yumacountyaz.gov>

CAUTION: This email originated from outside Yuma County. Do not click on links or open attachments unless you recognize the sender and know the contents are safe.

Re: Special Use Permit Case No. 25-20

Parcel Number 701-60-087 at 12731 East 38th Street, Yuma, AZ

As the owner of Parcel 197 on E 38th Street, I am formally protesting the issuance of this special use permit. I do not believe that a 12-step group meeting facility is appropriate for this neighborhood.

The 12-step group facility proposed for this parcel would greatly affect the property values of homeowners in this neighborhood. This facility would bring in increased outside vehicle traffic, which would also bring noise, overflow parking on our streets and be a danger for the pedestrians who walk here and pets. This could also increase trespassing, property crimes and litter. The facility could increase the chances of homeless addicted people staying in the area.

As a philanthropic non-profit facility, it would add no tax dollars to support resources to our neighborhood.

I formally protest issuance of this permit.

Patricia Seider
12756 E 38th Street
Yuma, AZ
530-210-6775

Sent from my iPad



Outlook

Special Use Permit Case No 25-20

From dennis fenske <fenskedennis@gmail.com>**Date** Tue 12/16/2025 10:50 AM**To** Jesus Carrillo <Jesus.Carrillo@yumacountyaz.gov>**CAUTION:** This email originated from outside Yuma County.

Do not click on links or open attachments unless you recognize the sender and know the contents are safe.

Sir ;

Public Hearing 12 /16/25

We are lot #201 on the 300' map.

Tomorrow 12/17/25 Yuma County is scheduled to adopt HB 2447 chapter.3 this Arizona law is in effect 12/31/25.

HB 2447, not referenced in the application, effects this SUP and all future community development hearings.

For the above reasons we are forced to respond in the Negative to solicit additional support from the Board of Supervisors.

Thank you.

The Yuma County Planning and Zoning Commission met in a regular session on December 16, 2025. The meeting was held in Aldrich Auditorium at 2351 West 26th Street, Yuma, Arizona.

CALL TO ORDER: At 5:57 p.m. Vice-Chairman Ron Van Why convened the Planning and Zoning Commission meeting. Commissioners present were: A-J Mosqueda, Ron Rice, Tim Bowers, Jim Allen, Ron Van Why and Bobbi McDermot. Commissioners absent were: Danny Bryant, Matias Rosales, Scott Mulhern and Hugo Garcia. Others present were: Planning Director Maggie Castro, AICP, Deputy County Attorney Minda Davy; Senior Planner Javier Barraza; Senior Planner Jesus Carrillo and PZ Commission Administrative Specialist Heidi Ramirez.

PLEDGE OF ALLEGIANCE: Vice-Chairman Van Why led the Pledge of Allegiance.

ITEM No. 3: Approval of Planning and Zoning Commission regular meeting minutes of November 16, 2025.

MOTION (MCDERMOTT/ BOWERS): Approve as presented.

VOICE VOTE: Mosqueda-AYE; Rice-AYE; Allen-AYE; Bowers-AYE; Van Why-AYE; McDermott- AYE.

The motion carried 6-0.

ITEM No. 4: A Special Use Permit per Section 607.03(A) of the Yuma County Zoning Ordinance to allow a 12-step group meeting facility, known as the Alano Club, on a parcel 1.37 acres in size zoned Manufactured Home Subdivision-20,000 square feet minimum (MHS-20), Assessor's Parcel Number 701-60-087, located at 12731 East 38th Street, Yuma, Arizona.

Senior Planner Jesus Carrillo presented the staff report recommending approval of the subject to the following Performance and Operational Conditions:

Performance Condition

1. The owner or applicant shall record the following documents within 60 days of Board of Supervisors approval of this Special Use Permit and submit them to the Department of Development Services:
 - a. An avigation disclosure statement.
 - b. A range disclosure statement.
2. Prior to beginning operations or within 180 days of approval by the Board of Supervisors, the circulation and parking area shall be surfaced with dust-inhibitor treated aggregate base course (ABC).

Operational Conditions.

1. The Special Use Permit shall be valid for a period not to exceed five (5) years from the date of approval by the Yuma County Board of Supervisors.
2. All parking must accommodate on-site. Parking in the right way is prohibited.
3. The hours of operation for the philanthropic 12-step group meeting facility center shall be limited to 6:00 a.m. to 8:00 p.m., Monday through Sunday.

Commissioner McDermott requested staff to show the aerial view of the property and commented that the property is isolated from other neighbors and there was plenty of parking.

Commissioner Rice inquired staff if living was permitted.

Senior Planner Jesus Carrillo answered that it was not proposed but the applicant was present to answer any questions the commissioners may have.

Vice-Chairman Van Why requested the applicant to come forward.

Mike Scariot, 11573 East 25th Place, Yuma Arizona, applicant, requested approval of a special use permit to lease his facility to the Foothills Alano Club, which previously operated for 12 years at the former location on Foothills Boulevard where the new firehouse is now located. The proposed use would solely provide meeting space for 12-step recovery groups such as Alcoholics Anonymous, Alano, and Narcotics Anonymous, with no residential use, on-site living, or rehabilitation services provided at the property. He stated the use would have minimal impact on the surrounding area and offered to address any additional questions.

Commissioner McDermott asked the applicant if the establishment was already existing and they just needed a new space.

Mike Scariot stated that it was correct and stated they would be open seven days a week with meetings at 6:00 a.m., 8:00 a.m., 10:00 a.m. and noon. And some scattered meetings at 6:00 p.m. and 7:00 p.m.

Commissioner McDermott asked Mr. Scariot if there were enough parking spaces.

Mike Scariot stated they needed 28 parking spaces to accommodate, and they would not be using the whole building. They would remove a wall to make a bigger room and there would only be one bedroom which would become a storage room. Mr. Scariot stated there would be no one living on the premises to keep it as clean as possible.

Vice-Chairman Van Why opened the discussion to the public.

Steve Phleger, 11657 South Paula Avenue, Yuma Arizona, member of the public, stated he has no objection to the Alano organization itself but opposed the proposed special use permit due to concerns about the conversion of a long-established, quiet residential neighborhood into a non-residential use. He asserted that the application materials were inadequate and difficult for residents to understand, leaving them unprepared to evaluate the proposal. Mr. Phleger expressed concerns that non-residential use would lead to increased traffic, parking issues, noise, safety risks, potential property crime, litter, reduced property values, and strain on local infrastructure and public services, while contributing no tax revenue. He emphasized that residents do not want non-residential development in the area and urged decision-makers to preserve the character of the historic Foothills neighborhood and deny the request.

Tony Grillo, 11644 South Paula Avenue, Yuma Arizona, member of the public, stated that although his property falls just outside the 300-foot notification radius, he believes the proposed use would impact a much larger area. He objected to the limited public notification, noting that the radius mostly covered streets and few residences, and

requested the item be continued to allow broader notice and clearer, more understandable maps. Mr. Grillo expressed concerns about increased traffic, foot and bicycle activity, neighborhood safety, and the vulnerability of the area's predominantly senior residents. While acknowledging the philanthropic nature of the proposal, he opposed its location in an established residential neighborhood and suggested it would be more appropriate in a commercial area or near medical and emergency services. He stated he and other nearby residents were unaware of the proposal and urged the commission to delay consideration and expand public outreach.

Nancy Alterman, 11686 South Sheila Avenue, Yuma Arizona, member of the public, spoke on behalf of herself and her husband stated they live directly across 38th Street from the proposed property and believe the use would significantly impact them due to increased traffic. She expressed concern that meetings held every couple of hours throughout the day would result in frequent vehicle trips, including evening activity, and noted that up to 20 parking spaces would bring substantial traffic into their quiet residential neighborhood. While expressing empathy for individuals in recovery and acknowledging the need for an Alano Club, she firmly opposed locating it in their neighborhood, emphasizing that the area is predominantly elderly, quiet, and residential, which is why they chose to live in the Foothills.

Patricia Seider, 12774 East 38th Street, Yuma Arizona, member of the public, stated that approval of the proposed use would negatively impact the value of both of her properties. She expressed concern about increased traffic on already busy 38th Street and the associated safety risks to pedestrians, including dog walkers and families with children. Ms. Seider also raised concerns about potential property crime and emphasized that the proposal is incompatible with the quiet residential character of the neighborhood. While not opposed to such a facility in general, she asserted it should be in a more appropriate area and not within her neighborhood.

Aron Salyi, APN 728-07-007, Yuma Arizona, member of the public, spoke in support of the proposed special use permit, stating that the request falls within allowable special uses for the neighborhood. He noted that the adjacent car wash already generates traffic entering from Foothills Boulevard and exiting onto 38th Street, which is a main thoroughfare, and stated the proposed use would not significantly change existing traffic conditions. He also pointed out that similar institutional uses such as convalescent homes, senior facilities, nursing homes, and hospitals are permitted in the area. Mr. Salyi emphasized that the character of the neighborhood would remain unchanged because the existing manufactured home would stay in place with only interior modifications, and he recommended approval of the request.

Mike Scariot stated that the proposed facility would serve individuals in recovery and function solely as a meeting space, not as a treatment or rehabilitation center for active addiction. They explained that historically their facilities have not attracted problematic activity, as attendees are primarily individuals, maintaining recovery and seasonal visitors, with attendance significantly lower during the summer months. The applicant noted that gatherings rarely exceed 25 people and often involve far fewer participants. While acknowledging traffic concerns, they stated the property is located near an existing car wash that already generates traffic and expressed the belief that traffic impacts from the proposed use would be minimal.

Commissioner Mosqueda inquired into the applicant, if they had any significant issues at the previous location in the 12 years they were there.

Mr. Scariot stated there was only one incident where the sheriff has to called for a combative person and some hypodermic needles found, but other than that they did not have major issues.

There being no one to come forward, Vice-Chairman Van Why closed the discussion to the public.

Commissioner Ron Rice inquired staff that based on condition number two, what would it take to deny the permit if it was approved and it was good for five years, what type of incident would have to happen to deny the permit.

Senior Planner Jesus Carrillo stated that based on condition number two, if they parked vehicles on the right of way and they receive complaints, and the other if they exceed the amount of hours listed on condition number three.

MOTION (BOWERS/MCDERMOTT) Approve as presented.

VOICE VOTE: Mosqueda-AYE; Rice-AYE; Allen-NAY; Bowers-AYE; Van Why-AYE; McDermott- AYE.

Motion carried 5-1.

ITEM No. 5: An amendment to the Yuma County 2030 Comprehensive Plan to add “Influence area” of a military installation or range or Arizona national guard site and a list of included and not included military installation or range or Arizona national guard site to the Glossary and to incorporate the corresponding boundaries in Section Fourteen—Regional Coordination, 14.5-Yuma Regional Development Plan, Map 1: Yuma Regional Development Plan.

Senior Planner Javier Barraza presented the staff report recommending the following changes to the 2030 Comprehensive Plan. Text that is in ~~strike through~~ format is intended to be deleted and text on **bold** font is proposed new text to be added.

Glossary

Influence area - Means all property located within two miles of the exterior perimeter or fence line of the military installation or range or Arizona national guard site.

Military installation or range or national guard site:

a. Includes

i. United States Naval Observatory Flagstaff Station.

ii. Barry M. Goldwater Range.

iii. Yuma Proving Grounds.

iv. Buckeye Training Site.

v. Camp Navajo.

vi. Florence Military Reservation.

AFFP
LEGAL AD 12/16/2025 P&Z C

Affidavit of Publication

STATE OF AZ } SS
COUNTY OF YUMA }

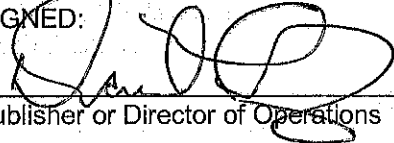
Lisa Reilly or David Fornof, being duly sworn, says:

That (s)he is Publisher or Director of Operations of the Yuma Sun, a daily newspaper of general circulation, printed and published in Yuma, Yuma County, AZ; that the publication, a copy of which is attached hereto, was in the published said newspaper on the following dates:

11/26/2025

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Publisher or Director of Operations

Subscribed to and sworn to me this 26th day of November 2025.

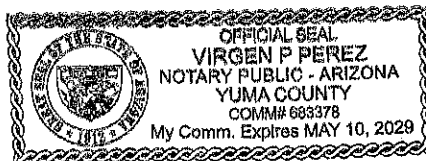


VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

61842 534942

YUMA CO PLANNING & ZONING
2351 W. 26TH STREET
ATTN: ACCOUNTING DEPT.
YUMA AZ 85364



Ad text : NOTICE OF PUBLIC HEARING

The Yuma County Planning and Zoning Commission will hold a public hearing on December 16, 2025, at 5:30 p.m. in the Aldrich Auditorium in the Department of Development Services Building, 2351 West 26th Street (west entrance), Yuma, Arizona to consider the following items:

Special Use Permit Case No. 25-20: Michael & Sandra Scariot request a Special Use Permit per Section 607.03(A) of the Yuma County Zoning Ordinance to allow a 12-step group meeting facility, known as the Alano Club, on a parcel 1.37 acres in size zoned Manufactured Home Subdivision-20,000 square feet minimum, Assessor's Parcel Number 701-60-087, located at 12731 East 38th Street, Yuma, Arizona.

Minor Amendment Case No. 25-07: An amendment to the Yuma County 2030 Comprehensive Plan to add ?Influence area? of a military installation or range or Arizona national guard site and a list of included and not included military installation or range or Arizona national guard site to the Glossary and to incorporate the corresponding boundaries in Section Fourteen-Regional Coordination, 14.5-Yuma Regional Development Plan, Map 1: Yuma Regional Development Plan.

For further information about this hearing, please contact the Yuma County Planning & Zoning Division, 2351 West 26th Street, Yuma, Arizona (928) 817-5000, or TDD (Arizona Relay Service), call in 1-800-367-8939, and call back-1-800-842-4681. Handicapped individuals with special accessibility needs should contact the County at the number above at least 2 working days prior to the hearing with special need requirements.
Yuma Sun: November 26, 2025 - 534942



Publisher's Affidavit of Publication

o0o

STATE OF ARIZONA }
COUNTY OF YUMA }

Lisa Reilly or David Fornof, having been first duly sworn, deposes
and says: that Yuma Sun is a newspaper of general circulation
published daily in the City of Yuma, County of Yuma, State of Arizona;
that (s)he is the Publisher or Director of Operations of said paper; that the

NOTICE OF PUBLIC HEARING

DISPLAY AD 12/16/2025 P&Z

a printed copy of which, as it appeared in said paper, is hereto attached
and made a part of this affidavit, was published in Yuma Sun

For 1 issues; that the date of the first publication of said

NOTICE OF PUBLIC HEARING

DISPLAY AD 12/16/2025 P&Z

was NOVEMBER 27, 2025 and the date of the last publication

being NOVEMBER 27, 2025 and that the dates when said NOTICE

OF PUBLIC HEARING – DISPLAY AD 12/16/2025 P&Z

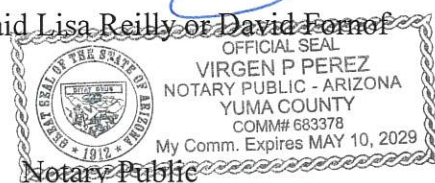
was printed and published in said paper were

NOVEMBER 27, 2025

Subscribed and sworn to before me, by the said Lisa Reilly or David Fornof

1st day of December, 2025.

Virgen P. Perez



My commission expires: **May 10, 2029**



NOTICE OF PUBLIC HEARING

The Yuma County Planning and Zoning Commission will hold a public hearing on December 16, 2025, at 5:30 p.m. in the Aldrich Auditorium in the Department of Development Services Building, 2351 West 26th Street (west entrance), Yuma, Arizona to consider the following items:

Text Amendment Case No. 25-04: A text amendment to the Yuma County Zoning Ordinance to consider changes to Section 704.03 – Definitions, to include a definition for “Influence Area”, to list the included and not included military installations or range or Arizona national guard site, to depict the corresponding boundaries on the Official Zoning Map, and to incorporate the respective layer into the Yuma County GIS.

Text Amendment Case No. 25-05: An amendment to the Yuma County Comprehensive Building Safety Code by adopting the 2024 International Code Council Codes which include the 2024 International Building Code, 2024 International Residential Code, and 2024 International Existing Building Code pursuant to Arizona Revised Statutes § 11-861.

For further information about this hearing, please contact the Yuma County Planning & Zoning Division, 2351 West 26th Street, Yuma, Arizona (928) 817-5000, or TDD (Arizona Relay Service), call in 1-800-367-8939, and call back 1-800-842-4681. Handicapped individuals with special accessibility needs should contact the County at the number above at least 2 working days prior to the hearing with special need requirements.



BOARD OF SUPERVISORS

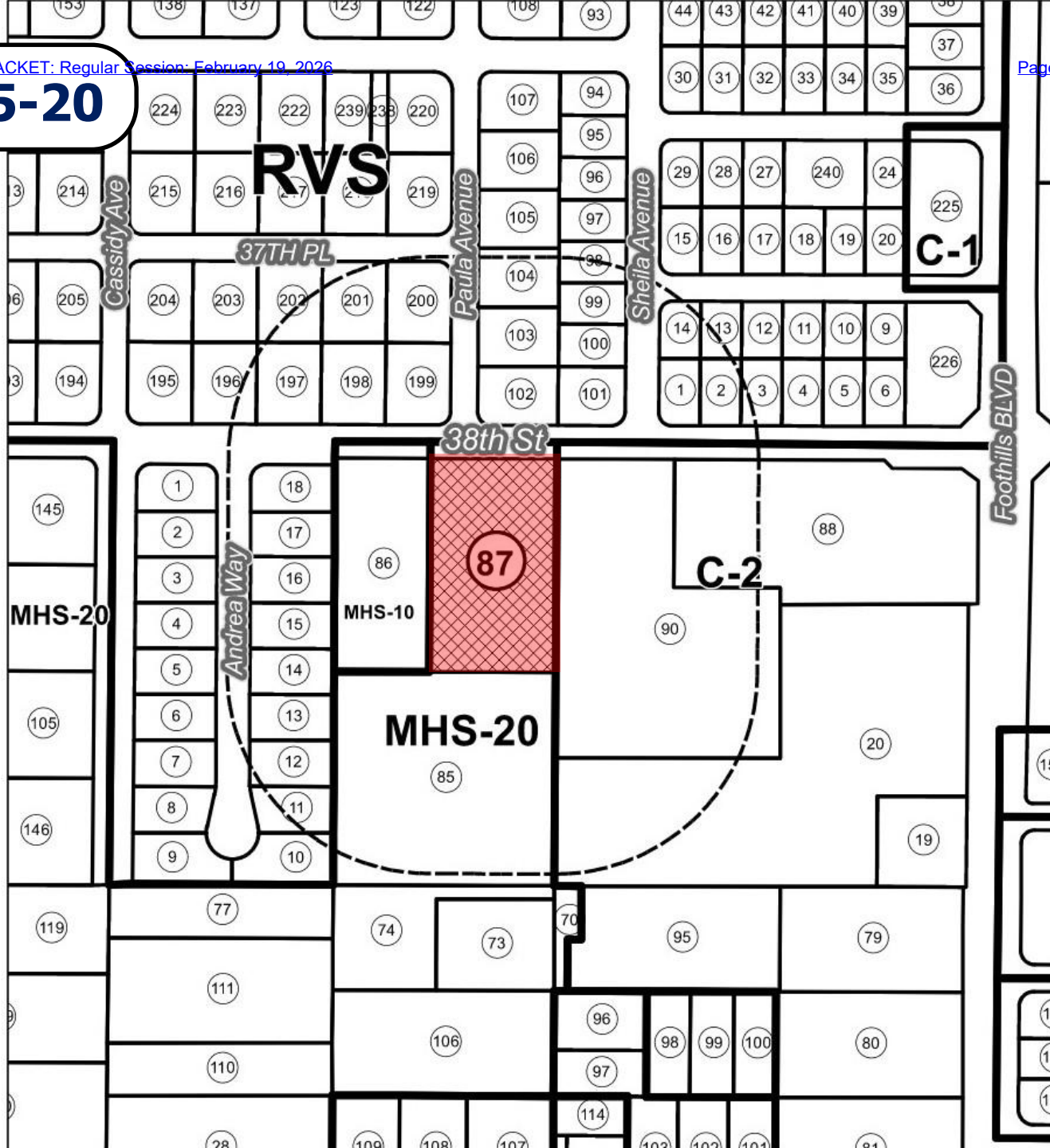
February 19, 2026

Special Use Permit Case No. 25-20

- **Request:** Special Use Permit per Section 607.03(A) of the Yuma County Zoning Ordinance to allow a 12-step group meeting facility, known as the Alano Club, on a parcel 1.37 acres in size zoned Manufactured Home Subdivision-20,000 square feet minimum (MHS-20).
- **Location:** Foothills Planning Area; 12731 East 38th Street, Yuma, Arizona.
- **Intent:** To allow a philanthropic 12-step group meeting facility.



SUP25-20





SUP25-20

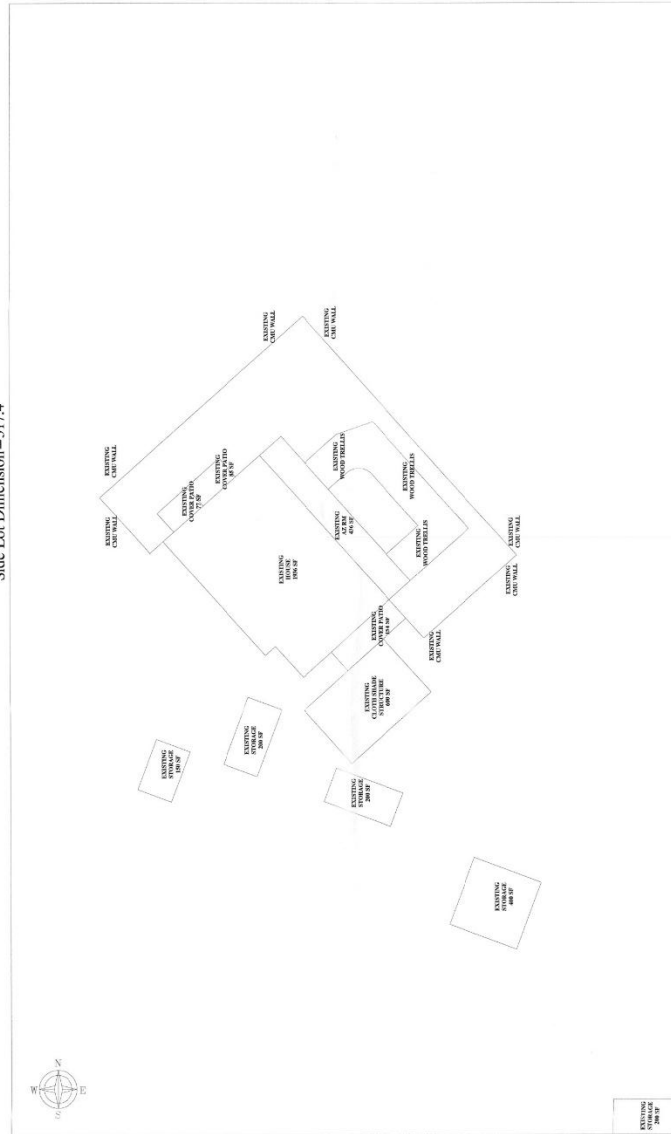


SUP25-20



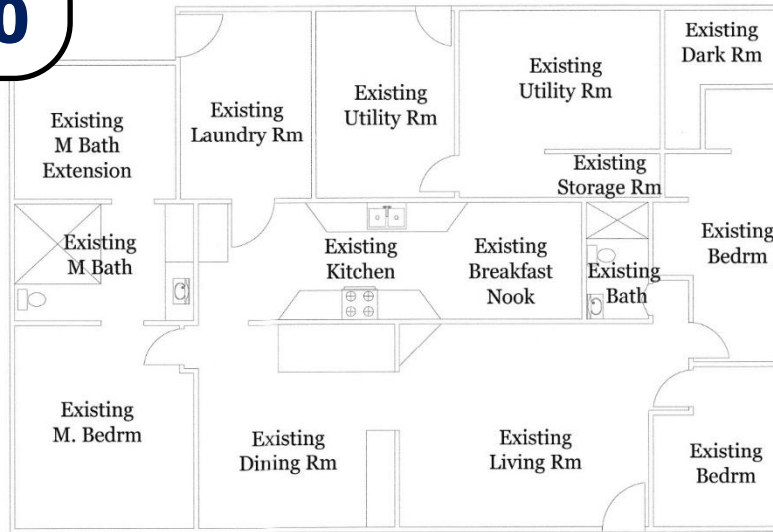
County of Santa Clara
 State of California
 10/25
 DOWN BY
 11/11/11

Side Lot Dimension=317.4'

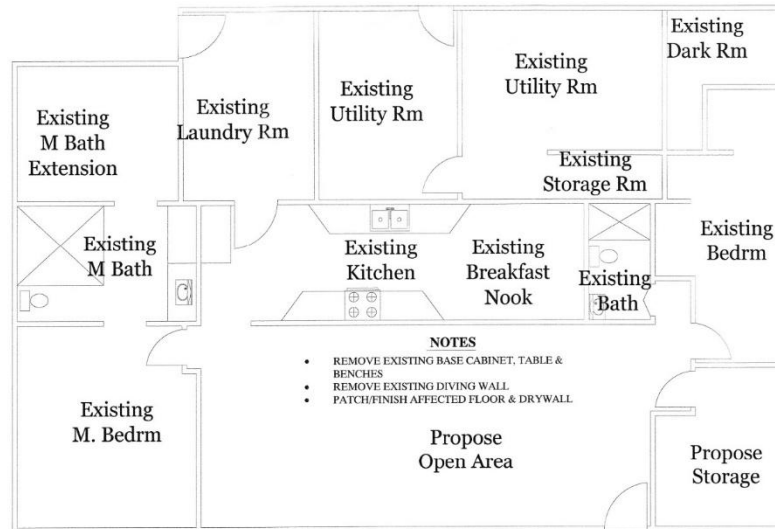


Side Lot Dimension = 317.4'

Rear Lot Dimension=188.5'

SUP25-20**EXISTING LAYOUT**

Scale: 1"=3/16"

**PROPOSE LAYOUT**

Scale: 1"=3/16"



DATE
10/8/25

DRAWN BY
F. Valle

REPURPOSE AREA
12731 38TH ST
YUMA, AZ 85364

BluePrint
DESIGN & DRAFTING SVCS
YUMAVALLE@AOL.COM 928.941.941

PLANS
EXISTING
PROPOSE

SCALE
AS NOTED

SHEET
3 of 4

CORRESPONDENCE & COMMENTS

- Received five letters in opposition from property owners within the notification area.

Special Use Permit Case No. 25-20

Planning Commission recommendation: Approval

Performance Conditions.

1. The owner or applicant shall record the following documents within 60 days of Board of Supervisors approval of this Special Use Permit case and submit them to the Department of Development Services:
 - a. An avigation disclosure statement.
 - b. An range disclosure statement.
2. Prior to beginning operations or within 180 days of approval by the Board of Supervisors, the circulation and parking area shall be surfaced with a dust-inhibitor treated aggregate base course (ABC).

Special Use Permit Case No. 25-20

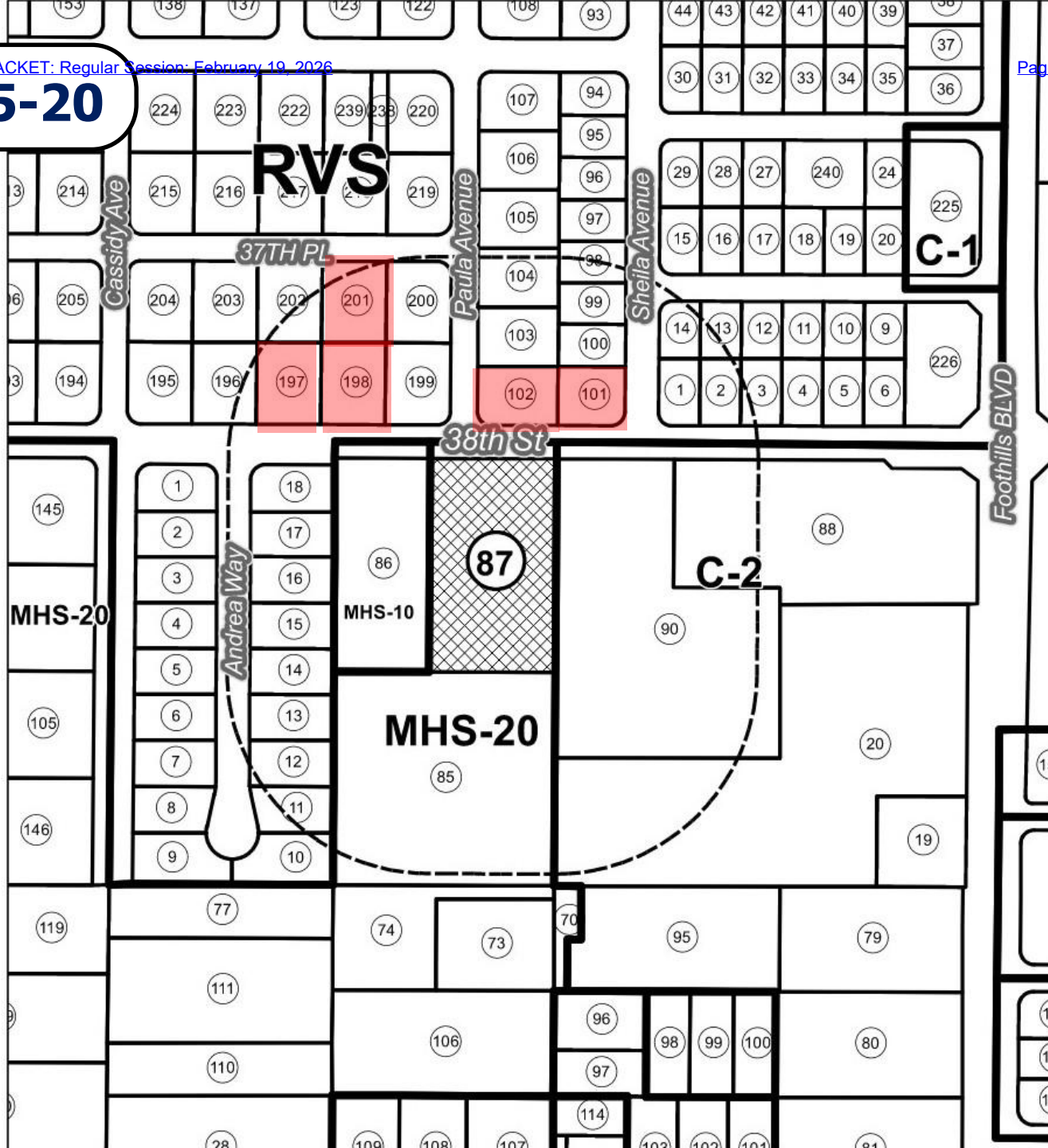
Planning Commission recommendation: Approval

Operational conditions:

1. The Special Use Permit shall be valid for a period not to exceed five (5) years from the date of approval by the Yuma County Board of Supervisors.
2. All parking must be accommodated on-site. Parking in the right-of-way is prohibited.
3. The hours of operation for the philanthropic 12-step group meeting facility center shall be limited to 6:00 a.m. to 8:00 p.m., Monday through Sunday.



SUP25-20



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Affidavit of Publication

STATE OF AZ } SS
COUNTY OF YUMA }

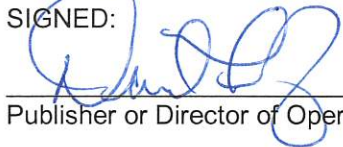
Lisa Reilly or David Fornof, being duly sworn, says:

That (s)he is Publisher or Director of Operations of the Yuma Sun, a daily newspaper of general circulation, printed and published in Yuma, Yuma County, AZ; that the publication, a copy of which is attached hereto, was in the published said newspaper on the following dates:

01/28/2026

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Publisher or Director of Operations

Subscribed to and sworn to me this 28th day of January 2026.

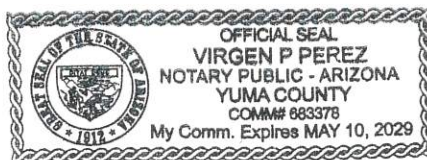


VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

61842 556783

YUMA CO PLANNING & ZONING
2351 W. 26TH STREET
ATTN: ACCOUNTING DEPT.
YUMA AZ 85364



Ad text : NOTICE OF PUBLIC HEARING

The Yuma County Board of Supervisors will hold a public hearing on February 19, 2026, at 9:00 a.m. in the E.F. Sanguenetti Auditorium, 197 South Main Street, Yuma, Arizona to consider the following item:

Special Use Permit Case No. 25-20: Michael & Sandra Scariot request a Special Use Permit per Section 607.03(A) of the Yuma County Zoning Ordinance to allow a 12-step group meeting facility, known as the Alano Club, on a parcel 1.37 acres in size zoned Manufactured Home Subdivision-20,000 square feet minimum, Assessor's Parcel Number 701-60-087, located at 12731 East 38th Street, Yuma, Arizona.

For further information about this hearing, please contact the Yuma County Planning & Zoning Division, 2351 West 26th Street, Yuma, Arizona (928) 817-5000, or TDD (Arizona Relay Service), call in 1-800-367-8939, and call back-1-800-842-4681. Handicapped individuals with special accessibility needs should contact the County at the number above at least 2 working days prior to the hearing with special need requirements.
Yuma Sun: January 28, 2026 - 556783

AIR-14252**Discussion 1.****BOS Regular Agenda**

Meeting Date: 02/19/2026
Title: Report on Legislative Updates
Prepared by: Desiree Philipps
Department: County Administration
Special District(s):
Strategic Priorities:

Information**1. REQUESTED BOARD ACTION:**

County Administration: Discussion and possible action regarding State and Federal legislative updates, which may include international issues, status of bills affecting Yuma County, timelines and composition of the legislatures, and legislative strategies and priorities.

2. SUMMARY:**3. RECOMMENDED MOTION:****4. FISCAL IMPACT: (Finance, OMB, & Human Res.)****5. COUNTY ATTORNEY:**

Approved as to form. J. Holzer, 02.09.2026

6. COUNTY ADMINISTRATOR:

Approved, Ian McGaughey 2/9/26

Fiscal Impact**Attachments**

No file(s) attached.

AIR-14239**Events Calendar/Current Events 1.****BOS Regular Agenda**

Meeting Date: 02/19/2026
Title: Events Calendar/Current Events
Prepared by: Desarae Doten
Department: County Administration
Special District(s):
Strategic Priorities:

Information**1. REQUESTED BOARD ACTION:**

Board members and County Administrator will report on events attended or to be attended on behalf of the County, may present a brief summary of current events and may update the schedule for future Board of Supervisors meetings, as appropriate. No legal action will be taken, pursuant to A.R.S. §38-431.02(K).

2. SUMMARY:**3. RECOMMENDED MOTION:****4. FISCAL IMPACT: (Finance, OMB, & Human Res.)****5. COUNTY ATTORNEY:****6. COUNTY ADMINISTRATOR:**

Fiscal Impact**Attachments**

February
March
April

February 2026						
◀ January						March ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 9:00 AM Board of Supervisors Regular Session BOS Auditorium	3	4	5	6	7
8	9	10 6:00 PM Board of Supervisors Work Session with Cocopah Tribal Council BOS Auditorium	11	12	13	14 9:00 AM Silver Spur Rodeo Parade Yuma, AZ
15	16 President's Day County Offices Closed	17	18	19 9:00 AM Board of Supervisors Regular Session BOS Auditorium 10:00 AM CSA Board of Directors Meeting Phoenix, AZ	20 TBD State of the State Luncheon with Governor Katie Hobbs Yuma Civic Center	21 NACo Legislative Conference Washington, D.C.
22 NACo Legislative Conference Washington, D.C.	23 NACo Legislative Conference Washington, D.C.	24 NACo Legislative Conference Washington, D.C.	25 11:00 AM GYEDC Quarterly Investor Luncheon 4 Points by Sheraton	26	27	28

More Calendars from WinCalendar: [March](#), [April](#), [May](#)

March 2026						
◀ February					April ▶	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 9:00 AM Board of Supervisors Regular Session BOS Auditorium	3	4	5 8:00 AM YCEBT Meeting BOS Auditorium	6	7
8	9	10	11	12	13	14
15	16 9:00 AM Board of Supervisors Regular Session BOS Auditorium	17	18	19 10:00 AM CSA Board of Directors Meeting Phoenix, AZ	20	21
22	23	24	25	26	27	28
29	30 9:00 AM Yuma County Official's Day with US Army Proving Ground	31				

More Calendars from WinCalendar: [April](#), [May](#), [June](#)

April 2026						
◀ March						May ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 9:00 AM Board of Supervisors Regular Session BOS Auditorium	7	8	9	10	11
12	13	14	15 3:30 PM Board of Supervisors Special Session (Employee Recognition Ceremony) Yuma Art Center	16 10:00 AM CSA Board of Directors Meeting Phoenix, AZ	17	18
19	20 9:00 AM Board of Supervisors Regular Session BOS Auditorium	21	22	23	24	25
26	27	28	29	30		

More Calendars from WinCalendar: [May](#), [June](#), [July](#)