

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR USE OF
LOW-INCOME UTILITY BILL AND DEPOSIT ASSISTANCE FUNDS

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT (“Restated Agreement”) is made and entered into this ___ day of _____, 2024, by and between the CITY OF RIVERSIDE, a municipal corporation and California charter city (“City”) and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Community Action Partnership of Riverside County (“Grantee”) (individually, “Party”; collectively, “Parties”) to provide low-income City utilities customers with utility bill and deposit assistance.

RECITALS

WHEREAS, the City uses funds from the Public Benefits Surcharge as authorized by AB 1890 (Chapter 854, Statutes of 1996) for “Services provided for low-income electricity customers, including but not limited to, targeted energy-efficiency service and rate discounts” to provide utility bill and deposit assistance for low-income users of the City’s utilities services; and

WHEREAS, the City solicits voluntary contributions from City utilities customers to be used to provide utility bill and deposit assistance for low-income users of the City’s utilities services; and

WHEREAS, such financial assistance is needed to help reduce the substantial hardships faced by the City’s low-income utilities customers (“Program”); and

WHEREAS, on or about July 1, 1999, the City and the County of Riverside entered into the Agreement for Use of Low-Income Utility Bill and Deposit Assistance Funds (“Original Agreement”), wherein the City agreed to use funds from the Public Benefits Surcharge authorized by AB 1890 (Chapter 854, Statutes of 1996), to assist the City’s low-income utility customers, and the County of Riverside agreed to provide certain services on the City’s behalf to administer the Program for a reasonable compensation (“Administration Fee”); and

WHEREAS, the County of Riverside subsequently assigned its rights and obligations under the Original Agreement to Grantee; and

WHEREAS, the Parties have extended the term of the Original Agreement multiple times in order to provide annual funding for such low-income assistance and made other adjustments to the Original Agreement; and

WHEREAS, on April 4, 2019, the parties entered into the First Amended and Restated Agreement for Use of Low-Income Utility Bill and Deposit Assistance Funds (“Restated Agreement”);

WHEREAS, the Parties now wish to amend the Restated Agreement to extend the term and provide for certain other revisions to the Agreement through this First Amendment.

NOW, THEREFORE, the parties hereto mutually agree that the Restated Agreement is amended as follows:

1. Section 1, Program in General, is hereby amended to add the following:

For the term of this First Amendment, the income level of the Program recipients will be no greater than 250% of the Federal Poverty Income Guidelines provided yearly by the U.S. Department of Health and Human Services. Grantee shall utilize the Poverty Income Guidelines attached hereto as Exhibit "A-1" and incorporated herein by reference, as amended yearly, to evaluate such income level.

2. Section 4, Term, of the Restated Agreement is amended in its entirety as follows:

Term. The term of this Restated Agreement is hereby extended through June 30, 2025. The term of the Restated Agreement shall automatically renew in five (5) additional one-year periods, unless the City provides written notice of termination within ninety (90) days of expiration of the then-current term of the Restated Agreement. It is expressly understood that the continued funding of the portion of the Program funded pursuant to the provisions of AB 1890 (Chapter 854, Statutes of 1996) is subject to the mandates of California state law as it now stands or hereafter may be amended. If the funding provisions of AB1890 are repealed, and are not otherwise replaced with an equivalent statute, the City has the option, but not the obligation, to terminate the Restated Agreement by providing twenty-four hours' notice of such termination.

This Agreement may be terminated by the City or Grantee without cause if written notice is provided to the other Party ninety (90) days prior to such termination.

3. All terms and conditions of the Restated Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as though set forth in full.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Community Action Partnership of Riverside County

By: _____
City Manager

Karla Lopez del Rio
By: _____
Karla Lopez del Rio
[Printed Name]
Executive Director
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

Attest: _____
Clerk of the Board

By: *Kiozhu*

Chief Financial Officer

Approved as to Form:

Approved as to Form:

By: *PASS*

County Counsel

By: *RS*

Deputy City Attorney

EXHIBIT A-1

POVERTY INCOME GUIDELINES

July 2024 Federal Poverty Guidelines 250%

Household Size	250% Federal Poverty Guidelines
1	\$37,650
2	\$51,100
3	\$64,550
4	\$78,000
5	\$91,450
6	\$104,900
7	\$118,350
8	\$131,800
Each Additional person	\$13,450