

**SEVENTEENTH AMENDMENT TO AGREEMENT
FOR USE OF LOW-INCOME UTILITY BILL AND
DEPOSIT ASSISTANCE FUNDS**

THIS SEVENTEENTH AMENDMENT TO AGREEMENT is made and entered into this 23rd day of May, 2017, by and between THE CITY OF RIVERSIDE, a California charter city and municipal corporation of the State of California ("City"), and the COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY, a political subdivision of the State of California, ("Grantee"), to provide low-income City utility customers with utility bill and deposit assistance, with reference to the following:

RECITALS

WHEREAS, the parties hereto entered into the Agreement for Use of Low-Income Utility Bill and Deposit Assistance Funds ("Agreement") on July 1, 1999, 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

WHEREAS, the parties have subsequently amended the agreement, on an annual basis, to allocate additional funds to assist the City's low-income utility customers; and

WHEREAS, the Parties now desire to have Grantee provide further low-income assistance, for the term expiring June 30, 2018.

NOW THEREFORE, the parties hereto mutually agree that the Agreement dated July 1, 1999, is hereby amended as follows:

1. Section 4 is amended and restated as follows:

"The Grantee will provide utility assistance of up to \$150 per eligible low-income client for electric utility services for the benefit of the City's low-income electric utility customers.

4.1 For eligible low-income electric utility customers, such assistance will be available on a one-time basis during the 12-month period covered by the Agreement, and only if the customer has not applied for and received such

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assistance within twelve months of date of the new application, and will be paid directly to the City. Any change of address by the customer during the twelve month period ensuing from when the last such assistance was paid will render customer ineligible for the assistance, as set forth herein.

4.2 The City will provide to Grantee up to \$850,000 for low-income electric utility customer assistance and up to \$150,000 to Grantee for administration of the program for the fiscal year beginning July 1, 2017 and ending June 30, 2018.

4.3 Upon agreement of the duly authorized representatives of the City and the Grantee, the low-income electric utility customer assistance may be increased by up to 25%, an amount not to exceed \$250,000, if available funds are depleted. The City's funding of the program will be subject to annual appropriation."

IN WITNESS WHEREOF, City and Grantee have caused this Seventeenth Amendment to be duly executed on the day and year first above written. All provisions of the Agreement, and the sixteen prior Amendments thereto, not inconsistent with this Seventeenth Amendment shall remain in full force and effect and are hereby incorporated into this Seventeenth Amendment.

CITY OF RIVERSIDE, a charter city
and municipal corporation

By: _____
City Manager

Attest: _____
Colleen J. Nicol, City Clerk

APPROVED AS TO FORM:

By: Susan Wilson
Assistant City Attorney

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CERTIFIED AS TO FUNDS AVAILABILITY:

By: _____
Chief Financial Officer/ City Treasurer

**COMMUNITY ACTION
PARTNERSHIP OF RIVERSIDE
COUNTY**

By: _____
Title: CHAIRMAN, BOARD OF SUPERVISORS
JOHN TAVAGNONE

Attest: _____
County Clerk

APPROVED AS TO FORM:

FORM APPROVED COUNTY COUNSEL
By: NEAL R. KIPNIS 5/27/17
County Counsel DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: Kecia Harper-Ihem
DEPUTY