

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

THIS **FIRST** AMENDED AND RESTATED AGREEMENT ("Restated Agreement") is made and entered into this _ day of _____ 2018, by and between the CITY OF RIVERSIDE, a municipal corporation and California charter city ("City") and the **COUNTY OF RIVERSIDE, COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY**, 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 ~~has~~ 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, the Parties now wish to amend and restate that Original Agreement and

provide for certain other revisions to the Original Agreement through this Restated Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Program in General.** The City has approved and budgeted from the Public Benefits Surcharge for low-income assistance and funds from wholesale water revenue for low-income water utility income assistance for the fiscal year beginning July 1, 2018. Upon approval by the City, and at the City's sole discretion, the low-income electric utility customer assistance to qualified customers may be increased by up to 25% if the initial funding is depleted. The City's funding of the Program will be subject to annual appropriation.

The income level of the Program recipients will be no greater than 200% 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 and incorporated herein by reference, as amended yearly, to evaluate such income level.

The City's Public Utilities Department will apply the allocated funds through its monthly utilities billing process to low-income customers who qualify for assistance ("Applicant"). For Applicant, such assistance will be available on a one (1) time basis during the twelve (12) month period covered by the Agreement, and only if the Applicant has not applied for and received such assistance within twelve (12) months of the date of the new application, and will be paid directly by the City through a bill credit. Any change of service address by the Applicant during the twelve (12) month period ensuing from when the last such assistance was paid will render the Applicant ineligible for ongoing assistance, as set forth herein; in order to reinstate eligibility, such an Applicant would be required to reapply.

2. **Grantee's Scope of Service.**

2.1 **Certification of Applicants.** Grantee will identify Applicant, process Applicant applications, certify to the City that the Applicant is eligible for utility assistance and perform other activities necessary to effectively administer the Program. Grantee shall require all Applicants to present as proof of eligibility a RPU utility bill, a valid photo identification card, a Social Security card and current proof of income for all members of the household. Baptismal certificates shall not be accepted as sufficient proof of eligibility, nor birth certificate, or any other form of proof of citizenship. Program services will be provided at the Grantee office located at 2038 Iowa Avenue, Suite B-102 in the City of Riverside, including but not limited to telephone coverage, and such services will be available during all of Grantee's regular business hours of 8 a.m. to 5 p.m., Monday through Friday, estimated to be forty hours a week. Grantee shall notify the City

within forty-eight (48) hours of any closure of Grantee's office during these specified hours. Grantee shall not use the City's name or insignia, or any publicity pertaining to the utility assistance services, in any social media, magazine, trade paper, newspaper, television or radio production, website or other similar medium without the prior written consent of the City.

Grantee shall administer the program in such a manner as to assure that no person is excluded from participation in, is denied the benefits of, or is subjected to discrimination under any activity funded in whole or part by the Program on the grounds of race, color, creed, national origin, ancestry, age, sex, sexual orientation or disability, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto.

Grantee shall inform Program applicants whose claims for assistance are denied of their right to appeal. Grantee's ~~program~~ Program representative, the applicant or applicant's representative, and a representative from Grantee's management staff having no direct involvement with Program operations will review the appeal in an informal hearing. The determination at this hearing shall be final and binding.

Grantee shall maintain complete and accurate records with respect to costs incurred by Grantee under this Agreement. All such records shall be clearly identifiable. Grantee shall allow a representative of the City during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Grantee shall allow inspection of all work, data, documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

2.2 Notification to City of Qualified Applicants. Grantee shall submit to the City, on a daily basis, the names and addresses of all approved Applicants no later than 3:00 p.m. of every day that Grantee offers such utility assistance. The City requires such notification in order to prevent termination of service to an approved Applicant. Grantee shall give this notice by e-mailing the lists to the utility's Credit & Collection Department at Credit_Collections@riversideca.gov unless the City instructs otherwise.

Grantee shall develop and maintain a list of all approved Applicants for every week that Grantee offers such utility assistance ("Master List"). Grantee shall submit to the City the Master List no later than 5:00p.m. Every Monday for the preceding week. If a Monday falls on a federal or state holiday, Grantee shall submit the Master List no later than 5:00 p.m. on the Tuesday following such holiday. Grantee shall submit the Master List by-mailing it to the utility's Credit & Collection Department at Credit-Collections@riversideca.gov unless the City instructs otherwise.

2.3 Invoicing. Grantee shall provide to the City a monthly invoice for

administrative fees. Grantee shall submit the invoice to the City no later than the fifth (5th) day of each month; if the fifth (5th) day of the month falls on a federal or state holiday or on the weekend, Grantee shall submit the invoice no later than the business day following such holiday or weekend day. Grantee shall submit the invoice by e-mailing it to the City's Utility Credit & Collection Department at Credit-Collections@riversideca.gov unless the City instructs otherwise.

Grantee shall submit an annual report to the City no later than July 31, 2019, and each subsequent year thereafter, with detailed Program information, including total monthly and annual expenditures, total monthly and annual applicants and approved Applicants, and any other relevant information concerning Program performance. Grantee agrees to present information from the annual report to City staff and/or the City's Board of Public Utilities.

3. **Administration Fee.** The City shall compensate Grantee twenty-seven dollars (\$27.00) per application successfully processed for each certified Applicant as an Administration Fee. The City shall pay Grantee for this Administration Fee within sixty (60) days of receipt of each monthly invoice. The annual Administration Fee shall not exceed \$250,000.

4. **Term.** The term of the Original Agreement expired on June 30, 2018. The term of this Restated Agreement will commence on July 1, 2018 and shall end on June 30, 2019. 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.

5. **Indemnification.** Each Party hereunder shall indemnify and hold harmless the other party and its officers and employees on any claim of liability arising out of any act or omission by said Party as regards any work to be performed by or authority delegated to such Party.

6. **Notices.** Any notices required to be given, hereunder, shall be in writing and shall be personally served or given by mail. Notice by the City or Grantee will become effective two (2) days after personal delivery of such notice to the other party or five (5) days after deposit of the notice in the United States Mail, certified and postage prepaid, addressed to the Party to be served as

~~follows: Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the Party to be served as follows:~~

To City

Public Utilities Department
City of Riverside
Attn: General Manager
3750 University Avenue
Riverside, CA 92501

To Grantee

Community Action Partnership of
Riverside
2038 Iowa Avenue
Suite B-102
Riverside, CA 92507

Copy to:

RUHS-PH Procurement and Logistics
Contracts Unit
4065 County Circle Drive
Riverside, CA 92503

~~Notice by the City or Grantee will become effective two (2) days after personal delivery of such notice to the other party or five (5) days after deposit of the notice in the United States Mail, postage prepaid.~~

7. **Independent Contractor.** Grantee and its officers, employees and agents shall act at all times in an independent capacity during the term of this Agreement, and shall not act as and shall not be, nor shall they in any manner be construed to be, agents, officers or employees of the City.

8. **Severability.** Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

9. **Integration.** This Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the Parties at the time of execution hereof. This Agreement may be modified or amended only by a written amendment authorized by the City Council of the City and signed by the duly authorized and empowered representatives of the City and Grantee.

10. **Authorized Representatives.** The Parties hereby designate the City of Riverside Public Utilities General Manager and designee to act on their respective behalves in the administration of this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a municipal corporation and
California charter city

~~COMMUNITY ACTION PARTNERSHIP
OF RIVERSIDE COUNTY~~COUNTY OF
RIVERSIDE, a political subdivision of the
State of California

By _____

By _____

Al Zelinka
City Manager

Chuck Washington
Chairman, Board of Supervisors
Title _____

Attest _____
Colleen J. Nicol
City Clerk

Attest _____
Kecia Harper-Ihem
Clerk of the Board

By _____

Deputy
Secretary

APPROVED AS TO FORM: _____

APPROVED AS TO FORM

By _____
Gregory P. Priamos
County Counsel

By _____
Susan D. Wilson
Assistant City Attorney

By _____
Danielle Maland
Deputy County Counsel
Title _____

EXHIBIT A
POVERTY INCOME GUIDELINES

2018 Federal Poverty Guidelines 200%

Household/Family Size	Monthly	Annually
1	2,023	24,280
2	2,743	32,920
3	3,463	41,560
4	4,183	50,200
5	4,903	58,840
6	5,623	67,480
7	6,343	76,120
8	7,063	84,760

*Add for each person

\$720

\$8,640