

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

371



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:

July 18, 2013

SUBJECT: Agreement with Western Municipal Water District for the Low-Income Customer Assistance Program

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to approve the attached agreement between the Western Municipal Water District (WMWD) and Community Action Partnership of Riverside County (CAP Riverside) to fund the Low-Income Customer Assistance Program (LICAP) In the amount of \$3,260 for the term July 1, 2013 through June 30, 2014;
2. Approve and direct the Auditor Controller to adjust the budget as identified in the attached Schedule A;
3. Authorize the Executive Director of CAP Riverside to sign assurances, exhibits and reports made under the agreement; and
4. Authorize the Executive Director of CAP Riverside to administer the program.


Maria Y. Juarez, CCAP, Executive Director

FINANCIAL DATA

Current F.Y. Total Cost:

\$ 3,260

In Current Year Budget:

No

Current F.Y. Net County Cost:

\$ 0

Budget Adjustment:

Yes

Annual Net County Cost:

\$ 0

For Fiscal Year:

13/14

SOURCE OF FUNDS: 100% WMWD

Positions To Be Deleted Per A-30

☐

Requires 4/5 Vote

☒

C.E.O. RECOMMENDATION:

APPROVE

BY:


Donna Shaw

County Executive Office Signature

☒ Policy

☒ Policy

☐ Consent

☐ Consent

Prey Agn. Ref.:

District:

1, 2, 3, 5

Agenda Number:

3-18

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 7/18/13

Departmental Concurrence: SAMUEL WONG

Dept's Recomm.:

Per Exec. Ofc.:

FROM: Community Action Partnership
of Riverside County

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Water District for the Low-Income
Customer Assistance Program

PAGE: 2 of 3

BACKGROUND:

LICAP is WMWD's low-income utility bill assistance program for the elderly, disabled, unemployed and working poor. CAP Riverside will administer LICAP by identifying and certifying LICAP-eligible customers. WMWD will allocate \$21,740 for LICAP. These funds will remain with WMWD who will apply up to \$150 to the utility account for each customer certified by CAP Riverside. WMWD will compensate CAP Riverside fifteen percent (15%) of the amount of funds applied to the utility accounts of eligible customers, up to \$3,260 for the term July 1, 2013 through June 30, 2014.

FINANCIAL IMPACT: None

CONCURE/EXECUTE: Auditor Controller

MYJ:KS:jb

FROM: Community Action Partnership of Riverside County
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SCHEDULE A
Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2013/2014

INCREASE IN APPROPRIATIONS:

CAARC-21050-5200200000-527780	Special Program Expense	\$3,260
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INCREASE IN ESTIMATED REVENUE:

CAARC-21050-5200200000-781480	Program Revenue	\$3,260
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**WESTERN MUNICIPAL WATER DISTRICT
LOW-INCOME CUSTOMER ASSISTANCE PROGRAM**

THIS AGREEMENT is made and entered into by and between WESTERN MUNICIPAL WATER DISTRICT, a municipal corporation, hereinafter referred to as "WMWD," and COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY, a political subdivision of the County of Riverside, hereinafter referred to as "CAP Riverside," to provide low-income WMWD utility customers with utility bill assistance through its Low-Income Customer Assistance Program, hereinafter referred to as "LICAP".

WITNESSETH:

WHEREAS WMWD desires to provide utility bill assistance to low-income customers of WMWD's utility services;

AND WHEREAS such assistance is needed to help reduce the substantial hardships faced by the WMWD's low-income utilities customers.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. WMWD will allocate funds to provide utility assistance to qualifying low-income customers.
2. WMWD shall pay the CAP RIVERSIDE 15% of the amount of funds pledged to qualifying customers under the LICAP program as administrative costs to administer the LICAP program. WMWD shall make payment upon receipt of CAP Riverside's quarterly programmatic report and invoice
3. CAP RIVERSIDE will identify eligible WMWD customers, process customer applications, and perform other activities necessary to administer the LICAP program effectively.
4. CAP RIVERSIDE will qualify customers for utility assistance of up to \$150 per eligible customer directly to WMWD. Such assistance will be available on a one-

time basis during any 12-month period and is subject to annual funding by WMWD. Subject to annual funding by WMWD, WMWD will provide up to \$25,000 for utility assistance, of which up to \$21,740 will be directed to utility assistance and up to \$3,260 for the administration of the LICAP program.

5. Eligible customers must meet the current year's Low-Income Home Energy Assistance Program (LIHEAP) guidelines as administered by CAP RIVERSIDE.
6. Target groups for this assistance LICAP program will be the elderly, disabled, unemployed and working poor. Candidates within these groups that meet the established income guidelines will receive priority attention under the LICAP program. Priority attention will also be provided to customers referred directly by the WMWD.
7. The term of this Agreement will be for one-year commencing July 1, 2013 and ending June 30, 2014. This Agreement may be extended for successive one-year terms based on continued funding by the WMWD Board of Directors and as determined in the discretion of both parties.
8. CAP RIVERSIDE shall maintain records of its operations and financial activities, which shall be open to inspection and audit by the authorized representative of WMWD. Said records shall be maintained for no less than three years.
9. WMWD shall have the right to monitor the LICAP program operations of the CAP RIVERSIDE under this Agreement. Such monitoring by WMWD shall include the review of quarterly reports to be prepared and submitted by the CAP RIVERSIDE during the funding period.
10. CAP RIVERSIDE shall administrator the LICAP 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

LICAP program on the grounds of race, color, creed, national origin, ancestry, age, sex, sexual orientation or disability.

11. 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.

12. This Agreement between the parties may be terminated by WMWD or CAP RIVERSIDE without cause if a 30-day written notice of such termination is provided to the other party.

13. All notices, reports, claims, correspondence, and/or statements authorized or required by the Agreement shall be addressed as follows:

WMWD:

14205 Meridian Parkway

Riverside, CA 92518

CAP RIVERSIDE:

2038 Iowa Avenue, Suite B102

Riverside, CA 92507

14. CAP RIVERSIDE and its officers, employees and agents shall act at all times in an independent capacity of WMWD 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 WMWD.

15. 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.

16. 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 WMWD and signed by the duly authorized
and empowered representatives of the WMWD and the CAP RIVERSIDE.

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

WMWD

CAP RIVERSIDE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE