

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



861

FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
July 1, 2014

SUBJECT: Amendment #14 to the Low-Income Utility Bill Assistance Agreement with the City of Riverside for the Sharing Households Assist Riverside's Energy (SHARE) Program [District 1,2] [\$267,391] [City of Riverside]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached Amendment #14 to the Low-Income Utility Bill Assistance Agreement between the City of Riverside and Community Action Partnership of Riverside County (CAP Riverside) for the SHARE Program to provide administrative funding for the term July 1, 2014 through June 30, 2015, in the amount of \$267,391.31.

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 6/19/14

Name: Maria Y. Juarez, CCAP
Title: Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 267,391	\$ 0	\$ 267,391	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% City of Riverside

Budget Adjustment: No

For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: Donna Shaw
Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Positions Added
☐

A-30
☐

Change Order
☐

4/5 Vote
☐

Prev. Agn. Ref.: 9/21/99 (#3.44), 9/11/12
(#3.8), and 10/01/13 (#3-4)

District: 1, 2

Agenda Number:

3-9

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

FORM 11: Amendment #14 to the Low-Income Utility Bill Assistance Agreement with the City of Riverside for the Sharing Households Assist Riverside's Energy (SHARE) Program. [District 1, 2] [\$267,391 funded from the City of Riverside]

DATE: July 1, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary

Since 1989, CAP Riverside has administered the City of Riverside's SHARE utility bill and deposit assistance program by identifying eligible customers, processing client applications and performing other necessary administrative activities. The Amendment #14 is extending the original Agreement from July 1, 2014 through June 30, 2015 with the City of Riverside for the SHARE program.

Impact on Citizens and Businesses

For Fiscal Year 2014/2015, the City of Riverside has allocated \$1,632,608.69 for utility bill and deposit assistance for its low-income customers. These funds remain with the City of Riverside who will apply up to \$150 in assistance to the accounts of eligible customers.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds are required.

Contract History and Price Reasonableness

On September 21, 1999 (Agenda #3.44), December 12, 2000 (Agenda #3.22), July 10, 2001 (Agenda #3.46), July 15, 2003 (Agenda #3.45), September 12, 2006 (Agenda #3.49), October 2, 2007 (Agenda #3.46), June 3, 2008 (Agenda #3.51), July 1, 2008 (Agenda #3.71), June 16, 2009 (Agenda #3.13), April 6, 2010 (Agenda #3.28), 7/13/10 (#3.20), 12/7/10 (#3.5), July 26, 2011 (#3.13), September 11, 2012 (#3.8), and on October 1, 2013 (#3-4) the Board of Supervisors approved the SHARE Agreement and Amendments 1 through 13 to provide administrative funding and extend the Agreement with the City of Riverside for the term July 1, 1999 through June 30, 2015.

Amendment #14 to the SHARE Agreement provides administrative funding in the amount of \$267,391.31 for Fiscal Year 2014/2015.

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

THIS FOURTEENTH AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2014, 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, 2015.

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

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 \$1,632,608.69 for low-income electric utility customer assistance and up to \$267,391.31 to Grantee for administration of the program for the fiscal year beginning July 1, 2014 and ending June 30, 2015.

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 \$475,000, 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 Fourteenth Amendment to be duly executed on the day and year first above written. All provisions of the Agreement, and the thirteen prior Amendments thereto, not inconsistent with this Fourteenth Amendment shall remain in full force and effect and are hereby incorporated into this Fourteenth Amendment.

CITY OF RIVERSIDE, a charter city
and municipal corporation

**COMMUNITY ACTION
PARTNERSHIP OF RIVERSIDE
COUNTY**

By: _____
City Manager

By: _____

Title: _____

Attest: _____
Colleen J. Nicol, City Clerk

Attest: _____
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

By:  _____
County Counsel

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