

**AMENDMENT TO THE SEWER AGENCY CHARGE AND BILLING COLLECTION
AGREEMENT BETWEEN THE EAST BAY MUNICIPAL UTILITY DISTRICT AND
THE CITY OF EMERYVILLE**

RECITALS:

WHEREAS, the City of Emeryville (“the Agency”) AND East Bay Municipal Utility District (“District”) entered into that certain Sewer Agency Charge and Billing Collection Agreement dated May 7, 2013 (“Agreement”). Except as otherwise defined terms in this Amendment (“Amendment”) shall have the same meanings as in the agreement; and

WHEREAS, the District offers a Customer Assistance Program (“CAP”), pursuant to Public Utilities Code Section 12811.2, which provides temporary financial assistance to eligible customers of the District in the form of temporarily discounted water and wastewater rates; and

WHEREAS, both parties wish to amend the term of the Agreement to offer its residents, who are eligible for the District’s CAP; and

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Create a new Section 2.6(f) to the Agreement as follows and re-number subsequent sections accordingly:

2.6 (f) The Agency’s Customer Assistance Program (“the Agency’s CAP”) shall be administered by the District in the same manner as the District administers the District’s CAP. Under the Agency’s CAP, sewer rates for eligible residents shall be temporarily discounted at a rate of 35%.

- i. **Eligibility for the Agency’s CAP. Agency Customers who are eligible to participate in the District’s CAP shall be eligible to participate in the Agency’s CAP. “CAP Account” shall mean an account of an Agency and District customer who has established eligibility for both the Agency’s and the District’s CAP.**
- ii. **The Agency sewer service charge displayed on District’s water bill for each CAP Account shall be sixty-five percent (65%) of the Agency’s sewer service charge for the premises of the District Account.**

2. Section 2.10 Payments to the Agency of the Agreement shall be amended as follows:

Except as otherwise provided in this Agreement, the District shall remit monthly to the Agency the amount of its sewer service charges collected by the District, including the **amount collected by the District for CAP Accounts**. The District will also provide to the Agency an electronic monthly summary of the total amount billed, collected, credited and written-off by the District pursuant to this Agreement.

3. Except as specifically amended hereby, the Agreement remains in full force and effect in accordance with the terms thereof.

DISTRICT:

AGENCY:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVAL AS TO FORM

APPROVAL AS TO FORM

District Attorney

DocuSigned by:
Andrea Visveshwara
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Interim City Attorney