

AN ORDINANCE **2009-12-10-1031**

AUTHORIZING AN AGREEMENT WITH THE SAN ANTONIO WATER SYSTEM (SAWS) TO PROVIDE UP TO \$100,000.00 IN UTILITY ASSISTANCE CREDITS TO ELIGIBLE RATEPAYERS FOR THE PROJECT AGUA PLAN; AUTHORIZING THE ACCEPTANCE OF \$120,341.00 FROM SAWS TO ADMINISTER THE \$1.4 MILLION DOLLAR AFFORDABILITY DISCOUNT PROGRAM (ADP) FOR CALENDAR YEAR 2010; APPROPRIATING FUNDS; APPROVING THE BUDGET AND PERSONNEL COMPLEMENT OF TWO POSITIONS; AND AUTHORIZING CONTRACTS WITH AGENCIES TO IMPLEMENT THE AGUA PLAN AND THE ADP.

* * * * *

WHEREAS, Project Agua was implemented in January 2003 to provide utility relief to vulnerable low-income residents of San Antonio, Bexar County, and other surrounding areas served by the San Antonio Water System (SAWS); and

WHEREAS, the Project AGUA trust account is funded by SAWS through private and corporate donations; and

WHEREAS, Project Agua is currently in operation and is administered jointly by the City's Department of Community Initiatives (DCI) and SAWS; and

WHEREAS, the City and the San Antonio Water System (SAWS) Board of Trustees have agreed to continue to operate the Affordability Discount Program (ADP), formerly the Water Meter Discount Affordability Program, under the terms of an existing Inter-Jurisdictional Agreement; and

WHEREAS, SAWS has agreed to pay the City \$120,341.00 for the purpose of implementing the ADP in CY 2010; and

WHEREAS, DCI desires to use the services of the agencies in order to provide additional outreach to potential Project Agua and ADP recipients; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Project Agua Plan for Calendar Year (CY) 2010, to provide up to \$100,000.00 in utility assistance credits, and supplemental credits, should they become available, for eligible San Antonio Water System (SAWS) ratepayers, is hereby approved.

SECTION 2. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to execute a contract with SAWS to effectuate the purpose of this Ordinance. A copy of the contract, in substantially final form, for Project Agua for CY 2010 is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 3. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to accept \$120,341.00 and supplemental funds, should they become available, from the SAWS to administer the Affordability Discount Program (ADP) in Calendar Year (CY) 2010 in accordance with the existing Affordability Discount Program Inter-Jurisdictional Agreement. A copy of said Inter-Jurisdictional Agreement is attached hereto and incorporated herein for all purposes as **Attachment II**.

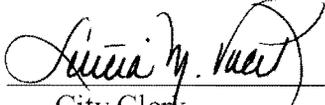
SECTION 4. Fund 26012000 entitled Misc. Agencies is hereby designated for use in the accounting for the fiscal transaction in the acceptance of these funds. Once funding is provided for the ADP, the sum of up to \$120,341.00 will be appropriated in said fund. The proposed budget, which is attached hereto and incorporated herein for all purposes as **Attachment III**, is hereby approved. A formal final budget which will include the Internal Order number, General Ledger numbers, and a department specific fund will be submitted by the Department of Community Initiatives upon award.

SECTION 5. The Personnel Complement for the ADP, which is attached hereto and incorporated herein for all purposes as **Attachment IV**, is hereby approved.

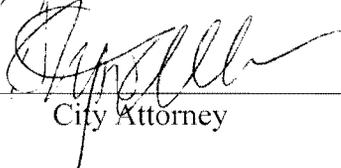
SECTION 6. The City Manager, or her designee, or the Director of the Department of Community Initiatives, or his designee, is authorized to execute memorandums of agreements with various entities selected by the Department of Community Initiatives to assist the City of San Antonio in the implementation of the Project Agua Plan and the ADP for the period January 1, 2010 through December 31, 2010. A copy of said memorandum of agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment V**.

SECTION 7. This ordinance shall become effective immediately upon passage by eight (8) affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 10th day of December, 2009.

ATTEST: 
City Clerk


M A Y O R
JULIÁN CASTRO

APPROVED AS TO FORM: 
City Attorney

Agenda Item:	41 (in consent vote: 7, 10, 11, 12, 16, 17, 18, 19, 20A, 20B, 21, 23, 24, 26, 27, 28, 29, 30, 35A, 35B, 38, 40, 41, 43, 44, 45, 46)						
Date:	12/10/2009						
Time:	11:23:57 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an agreement with the San Antonio Water System (SAWS) to provide up to \$100,000.00 in utility assistance credits to eligible ratepayers for the Project Agua Plan; authorizing the acceptance of \$120,341.00 from SAWS to administer the \$1.4 million dollar Affordability Discount Program (ADP) for Calendar Year 2010; appropriating funds; approving the budget and personnel complement of two positions; and authorizing contracts with agencies to implement the AGUA Plan and the ADP. [Peter Zanoni, Interim Assistant City Manager; Dennis J. Campa, Director, Community Initiatives]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE
SAN ANTONIO WATER SYSTEM IN CONNECTION WITH PROJECT AGUA**

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City") a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. _____ dated _____, and the San Antonio Water System (hereinafter referred to as "SAWS").

WHEREAS, Project Agua is a San Antonio Water System (SAWS) program that provides emergency utility credits to low-income ratepayers on a once-per-year basis; and

WHEREAS, the program objective is to help qualifying ratepayers restore SAWS services or prevent imminent disconnection from SAWS services; and

WHEREAS, Project Agua is funded by SAWS and through corporate and private donations to SAWS; and

WHEREAS, Project Agua is jointly administered by the City of San Antonio Department of Community Initiatives and SAWS; and

WHEREAS, it is now necessary to execute an Agreement between the City and SAWS to set forth the responsibilities of the parties; and

NOW THEREFORE, the parties hereto severally and collectively agree and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

- 1.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall commence on January 1, 2010 and shall terminate on December 31, 2010.

II. PROJECT AGUA

- 2.1 City and SAWS agree to implement the Project Agua Plan in accordance with the provisions set forth in the document attached hereto and incorporated herein for all purposes as Attachment I.

III. SUBCONTRACTING

- 3.1 The City may subcontract implementation of the Project Agua Plan and the processing of applications for Agua assistance credits to local non-profit agencies for the benefit of SAWS ratepayers. The City shall ensure that these agencies will

adhere to the same eligibility criteria and procedures the City uses for assisting SAWS ratepayers with Agua assistance credits.

IV. TERMINATION

- 4.1 This Agreement may be terminated by either party without cause provided written notice is given thirty (30) days prior to the proposed termination date.

V. CONFIDENTIAL INFORMATION

- 5.1 City and the SAWS hereby agree to maintain the confidentiality of any record directly related to or generated as a result of this Agreement in accordance with all Local, State and Federal laws.

VI. NOTICES

- 6.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City of San Antonio
ATTN: Director, Community Initiatives
P.O. Box 839966
San Antonio, Texas 78283-3966

San Antonio Water System
ATTN: VP Public Affairs
P.O. Box 2449
San Antonio, Texas 78298

Notice of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

VII. SEVERABILITY

- 7.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; it is also the intention of the parties hereto that in lieu of each provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible, legal, valid and enforceable.

VIII. TEXAS LAW TO APPLY

8.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created herewith are performable in the State of Texas.

IX. CAPTIONS

9.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this Agreement.

X. COMPLIANCE WITH LAWS AND REGULATIONS

10.1 All of the work performed under this Agreement by the participants shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar.

XI. ENTIRE AGREEMENT

11.1 This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representative or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by both parties.

EXECUTED the ____ day of ____ to be effective January 1, 2010.

CITY OF SAN ANTONIO

SAN ANTONIO WATER SYSTEM

Dennis J. Campa
Director of Community Initiatives

Robert R. Puente
CEO

APPROVED AS TO FORM: _____
Assistant City Attorney

San Antonio Water System Affordability Project Agua Payment Assistance Program

2010 Project Agua Plan

Introduction

Project Agua is a SAWS program that provides utility assistance credits to low-income ratepayers on a once-per-year basis. The program objective is to help qualifying ratepayers restore SAWS services or prevent imminent disconnection from SAWS services. The maximum amount of assistance per ratepayer (per year) is limited to \$115. The program is funded by SAWS and through corporate and private donations.

Local Administering Agencies

SAWS and the City of San Antonio (COSA), Department of Community Initiatives (DCI) administer the program jointly. SAWS and DCI cooperatively develop all plans, documents, and other materials required for program development, implementation, and oversight. In general, DCI has the primary responsibility to process ratepayer applications for the program and provide a list of eligible ratepayers to SAWS. SAWS provides funding for the program, manages the Project Agua trust and investment income, conducts outreach, and solicits donations for additional program funding from outside entities. In addition, SAWS processes the lists of program eligible ratepayers provided by DCI to ensure all qualified applicants receive the proper assistance credits to their SAWS accounts. Specific responsibilities and activities are outlined below.

SAWS Responsibilities and Activities

SAWS shall be responsible for:

- (1) All program funding related to ratepayer credits, ratepayer credit processing, fundraising and trust management
- (2) Coordination and implementation of program outreach operations
- (3) Providing space on monthly utility bills for the designation of ratepayer contributions to Project Agua
- (4) Providing DCI with a monthly data summary of all ratepayers who have received program credits in the past 30 days
- (5) Establishing an account to receive Project Agua contributions, investment income, and donations
- (6) Processing program certification lists from DCI
- (7) Coordinating all program operations with DCI
- (8) Developing quarterly and annual program fiscal summaries

Department of Community Initiatives Activities

The City of San Antonio, through its Department of Community Initiatives shall be responsible for:

- (1) Accomplishing ratepayer intakes
- (2) Determining ratepayer eligibility
- (3) Providing SAWS with a daily/weekly/monthly (as applicable) certification listing of program eligible ratepayers
- (4) Developing and managing ratepayer eligibility program databases
- (5) Performing program analysis (ratepayer eligibility perspective)
- (6) Maintaining case folders, files and records

Outreach Activities

Outreach activities for this program will be consistent with the intent of the program goals as outlined in all formal SAWS-DCI agreements, understandings, and annual plans. A concerted effort will be made to inform as many potential participants as possible about the program.

In addition to SAWS bill inserts, there will be extensive utilization of community social service delivery networks and, as applicable, local media outlets for extended ratepayer outreach. The breadth of outreach via the media will be dependent on the annual scope of the program. Where feasible, outreach activities will be conducted in both English and Spanish.

Service Delivery Period

The program operates year-round; the program budget runs from January through December of each year.

Service Delivery Coverage

This program is available to all residential SAWS ratepayers and is not be limited to any special impact area.

Intake Centers

Applications will be taken at all DCI offices and delegate agencies (see Attachments A and B, attached hereto and incorporated herein by reference). These offices are dispersed throughout the city and will afford citizens the opportunity to submit applications at a site convenient to their residence.

Project Agua Case Management Component

In addition to the Project Agua assistance funds that are allocated for DCI field sites, DCI long-term case management programs may also access Project Agua funds for distribution to their low-income clients. In these cases, all current Project Agua eligibility criteria will apply. Depending on the availability of funds in any given year, DCI is authorized to identify other community service agencies with case management components to serve as additional Project Agua assistance sites. Agencies selected would be required to distribute Project Agua funds to their clients in accordance with current Project Agua criteria and application processing standards. These agencies would not be reimbursed for any expenses related to the distribution of Project Agua assistance credits.

Certification

DCI will determine the eligibility of applicants based on criteria established in the annual program plan. Where applicable, the plan will prioritize eligible applicants based on those with the greatest need. The application information of those ratepayers determined to be eligible for the program will be submitted to SAWS on a certification list (or via another mutually agreeable means). The certification lists will include the amount of assistance pledged by DCI.

Reporting Requirements

DCI will provide SAWS with a daily/weekly/monthly (as applicable) report for the program that will, at a minimum, contain the following information (if available) for each eligible ratepayer:

- (1) Name, address, and SAWS account number
- (2) Amount pledged
- (3) Household size
- (4) Household income
- (5) Date applicant certified eligible
- (6) Other information in accordance with existing SAWS-DCI agreements

Program Guidelines

The intent of this program is to provide eligible SAWS ratepayers in the service area with utility assistance credits through funds provided by SAWS or made available through donations or trust investment income. The scope and level of assistance will be determined by eligibility guidelines that are established and reviewed annually by SAWS and DCI. These guidelines may include, but are not limited to, funds availability, ratepayer income, family size, degree of financial crisis, and other factors such as age and disability.

Eligibility Guidelines

Gross Income

Income eligibility will be based on a ratepayer's family size and gross income as a percentage of the then current Federal Poverty Level (FPL) guidelines. Applicants must have a total household income at or below 125% of the FPL guidelines in place at the time of the application. For a point of reference, as of February 2009, the, 125% of the FPL has been established as follows:

FAMILY SIZE	YEARLY INCOME *
1	\$13,538
2	18,213
3	22,888
4	27,563
5	32,238
6	36,913
7	41,588
8	46,263

* For family units with more than eight (8) members, add \$4,675.00 for each additional family member to the guidelines. Household income may be adjusted downward per existing DCI policies to take into consideration recurring medical prescription cost for seniors.

Adjusting Gross Income

Eligible applicants can have their gross income adjusted by providing proof of medical expenses such as prescription medications, dietary supplements, and doctor visits. These expenses must have occurred within 30 days of the request for assistance. The total amount of these qualifying medical expenses can then be deducted from the applicant's monthly gross income. The resulting adjusted gross income will be used to determine eligibility based on the current gross income guidelines as cited above.

Resources

For eligibility purposes, the program will follow guidelines from the Texas Department of Housing and Community Affairs to calculate a household's income.

Priority and Other Eligibility Criteria

Priority for the program will be given to low-income ratepayers (as established by 125% of the Federal Poverty Level Guideline, which is more specifically described in Attachment C, attached hereto and incorporated herein by reference) that meet at least one of the following four categories:

- 1) household member age 60 years or older;
- 2) household member age 18 years or younger, in school;
- 3) disabled household member (requires medical documentation of disability); or
- 4) household member that requires continuous water service for life-sustaining medical equipment (requires medical documentation).

SAWS Ratepayer Status

Applicants for the program must have a SAWS statement in their name or in their spouse's name. If an applicant household's bill is not in their name, the applicant must initiate a name change on the SAWS account prior to assistance being rendered. Failure to do so will result in the denial or rescission of utility assistance.

Payment History

Applicants for assistance must have made at least one payment to SAWS in the 60 days prior to applying for Project Agua assistance. This requirement does not apply to homeless applicants establishing permanent housing who require assistance with their initial SAWS security deposit.

Co-Payment

A co-payment may be required from each eligible ratepayer that is granted assistance. Ratepayers may be required to provide a co-payment of up to 50% of their most recent monthly bill.

Assistance Limits

The amount of this assistance cannot exceed \$115 annually without the approval of the applicable SAWS Program Manager or DCI Director or his designee. Applicants are ineligible for assistance within one year of having received prior assistance.

Allowable Assistance

Assistance for the program can only be used for, or applied to, the eligible applicant's residential SAWS account. The assistance cannot be used for any illegal uses, returned check fees, reconnection fees, or deposits. The only exception is that Project Agua assistance (maximum of \$115) can be granted to homeless clients who are establishing permanent housing and need assistance with their initial SAWS security deposit.

Waivers

The SAWS Program Manager, DCI Program Managers and Casework Supervisors may grant special waivers for one or more of the eligibility criteria and program requirements

(except for the requirement that the applicant be a SAWS ratepayer). Waivers may be granted for cases of extreme hardship or other emergencies in order to restore utility services or to prevent the disruption or termination of SAWS services. DCI Program Managers and Casework Supervisors are encouraged to consult with the DCI Director or his designee for any atypical waiver requests.

Appeals Process

In order to provide equitable services to all program applicants, those who have been denied assistance will have the following rights upon request to DCI:

- (1) The right to be informed in writing of the reason(s) for denial of assistance
- (2) The right of appeal to the DCI Casework Supervisor, Program Manager, and/or the DCI Director or his designee in succession
- (3) The right to a prompt resolution of the appeal

In all appeal cases, the determination by the DCI Director or his designee will be final.

Program Monitoring and Review

The DCI management analyst staff, in conjunction with the SAWS Program Manager will provide technical assistance to program staff, monitor daily activities, and conduct evaluations of program operations. SAWS and DCI staff will meet as needed to review program operations to include a review of program funding. Program audits will be conducted as required by the applicable entity.

Program Impact

For 2010, it is estimated that SAWS will make approximately \$100,000 available for Project Agua. Additional funds may be allocated and utilized for 2010 if authorized by SAWS to respond to changes in demand for assistance.

Direct Services Budget

The Direct Services Budget for assistance credits will be developed by SAWS and reviewed jointly by SAWS and DCI staff on a quarterly basis. With the concurrence of both SAWS and DCI, budgets may be revised during the current year based on changes in program funds availability or to respond to changes in demand for the program. At the discretion of the DCI Director or his designee (in coordination with a SAWS-designated employee), these funds may be reallocated between DCI offices/Main and through subcontracts with local non-profit agencies, to meet changing client demand for assistance.

Financial Transactions

SAWS will accomplish financial transactions in the form of assistance credits to eligible ratepayers for this program.

Amendment

This plan may be amended by mutual agreement of SAWS and DCI.

Special Provisions for Senior Citizens and Permanently Disabled

Households with seniors (60 years and older) and permanently disabled members, certified as eligible, may upon request, receive multiple assistance credits up to the maximum assistance amount of \$115 annually. A monthly credit of the current bill owing will be applied to the SAWS account until the maximum annual assistance amount of \$115 is met.

Special Provisions for Disaster Relief

Special provisions are incorporated to provide relief to disaster victims and their host "families." Assistance under these special provisions is open to residential customers as well as non-profit organizations. These provisions are outlined below.

1. For new residential accounts, security deposits will be waived. The account will be monitored for possible future payment assistance through Project Agua.
2. Current SAWS customers who are hosting victims may qualify for payment assistance through Project Agua.
3. Assistance will be granted for a pre-determined time frame, to non-profit organizations who will house the victims. The representative from the non-profit seeking assistance will determine this time frame (variable up to 12 months maximum). Assistance will vary between host families. Assistance amount will be based on the difference of normal consumption and increased consumption.

The following will be applicable to accounts identified as above:

- Assistance amount will vary and will be based on need.
- DCI caseworker and the SAWS-designated employee will jointly determine the assistance amount.
- Amount will not exceed the already established cap of \$115.00 annually, without the approval of the DCI Program Manager or designee and the SAWS-designated employee.
- SAWS will waive any late fees applied to the identified accounts for the duration of the subject crisis
- SAWS will suspend collections for the identified accounts for the duration of the subject crisis.
- SAWS will offer payment arrangements
- The time frame for the assistance will be for the duration of the subject crisis (variable up to 12 months maximum).

Attachments:

Attachment A - DCI Offices

Attachment B - Delegate Agencies

Attachment C - Federal Poverty Level Spreadsheet

INTER-JURISDICTIONAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO WATER SYSTEM FOR THE AFFORDABILITY DISCOUNT PROGRAM

This Inter-Jurisdictional Agreement ("Agreement") is entered into by and between the City of San Antonio (hereinafter referred to as "City") a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2007-01-11-0056 dated January 11, 2007, and the San Antonio Water System (hereinafter referred to as "SAWS") acting by and through its President/Chief Executive Officer, or his duly authorized representative, together the "Parties".

WHEREAS, the San Antonio Water System's Water Rate Structure Committee previously recommended to the SAWS Board of Trustees (hereinafter referred to as the "Board") that a water meter discount affordability program be created; and

WHEREAS, Ordinance No. 92752, passed and approved on October 19, 2000, authorized SAWS to implement an affordability program for residential customers allowing for a discount to water meter rates; and

WHEREAS, the City Council directed City staff and SAWS to jointly conduct outreach and eligibility efforts to ensure that ratepayers secure the water meter discount; and

WHEREAS, in order to receive such discount, ratepayers must first be certified as eligible by the City of San Antonio's Department of Community Initiatives; and

WHEREAS, it is now necessary to execute an agreement between the City and the SAWS to set forth the responsibilities of the Parties pursuant to the terms and conditions contained herein; **NOW THEREFORE:**

THE PARTIES AGREE AS FOLLOWS:

1.0 Term

Except as otherwise provided for pursuant to the provisions herein, this Agreement shall commence on January 1, 2007 and shall terminate on December 31, 2010.

2.0 Affordability Discount Program

City and SAWS agree to implement the Affordability Discount Program (Program), formerly the Water Meter Discount Affordability Program, established by Ordinance No. 92752 in accordance with the provisions set forth in this Agreement and in Attachment I, which sets forth the duties and responsibilities of the Parties in further detail, and which is attached hereto and incorporated herein for all purposes.

3.0 Program Costs

The current annual administrative program cost of \$120,341.00 shall be fixed for the entire term of this Agreement, unless changed in accordance with the procedure for changes set forth herein. The program operating budget and costs shall be reviewed jointly by SAWS and the City when deemed necessary, and with the concurrence of both SAWS and the City, the program operating budget may be revised based on changes in the program funds availability or to respond to changes in demand for the program. Any change in administrative program costs will be mutually agreed upon in writing on or before November 30, 2006 and each year on the same date thereafter for the following calendar year.

SAWS agrees to pay to the City the administrative program costs as agreed upon for the calendar year on or before November 30th of the preceding program year. The City shall mail the original invoice to:

ATTN: Accounts Payable
Department of Finance
San Antonio Water System
P.O. Box 2449
San Antonio, Texas 78298-2449

With a copy of such invoice to:

ATTN: Vice-President of Customer Service
San Antonio Water System
P.O. Box 2449
San Antonio, Texas 78298-2449

4.0 Program Reporting

The Parties agree that quarterly reports shall be generated reflecting the number of new ratepayers certified for the Program.

5.0 Termination

In the event the San Antonio City Council passes a City Ordinance which terminates this Agreement prior to the expiration date set out in Section 1.00 Term, the termination date of the Ordinance shall prevail.

6.0 Confidential Information

City and SAWS hereby agree to maintain the confidentiality of any record directly related to or generated as a result of this Agreement as may be required by all Local, State and Federal laws.

7.0 Conflict Of Interest

SAWS acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

SAWS's representative further warrants and certifies, and this contract is made in reliance thereon, that no City officer or employee nor any spouse, parent, child sibling or first degree relative of a City officer or employee owns ten percent (10 %) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity.. Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

8.0 Notices

For the purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City of San Antonio:

ATTN: Dennis J. Campa, Director
Department of Community Initiatives
P.O. Box 839966
San Antonio, Texas 78283-3966

San Antonio Water System:

ATTN: David L. Johnson
Vice-President of Customer Service
San Antonio Water System
P.O. Box 2449
San Antonio, Texas 78298-2449

Notice of changes of address by either Party must be made in writing delivered to the other Party's last known address within five (5) business days of such change.

9.0 Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; it is also the intention of the parties hereto that in lieu of each provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible, legal, valid or enforceable.

10.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created herewith are performable in the State of Texas.

11.0 Captions

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this Agreement.

12.0 Audit

Both Parties, as public entities, recognize the need for public accountability. Either Party may now review any and all records of the other Party relating to the operation of the Affordability Discount Program, during regular business hours.

13.0 Compliance With Laws And Regulations

All of the work performed under this Agreement by the participants shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar.

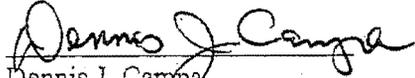
14.0 Entire Agreement

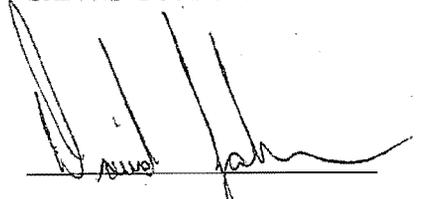
This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by both parties and as authorized by the San Antonio City Council.

EXECUTED the 9th day of April 2007 to be effective January 1, 2007.

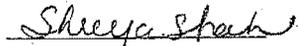
CITY OF SAN ANTONIO

SAN ANTONIO WATER SYSTEM *Km*


Dennis J. Campa
Director of Community Initiatives


President/Chief Executive Officer

APPROVED:

for 
City Attorney

SAWS Affordability Discount Program 2010

01/01/2010 Through 12/31/2010

BUDGET

REVENUES:		
4501120	Grants Other Gov-Operating	120,341
	TOTAL REVENUES	<u><u>\$120,341</u></u>
APPROPRIATIONS:		
138000000XXX SAWS ADP 2010		
5101010	Reg Salaries & Wages	\$79,276
5103005	FICA	6,065
5103010	Life Insurance	79
5103035	Personal Leave Buy Back	2,500
5103056	Transportation Allowance	540
5104030	Flex Benefits Contributions	13,714
5105010	Retirement Expense	9,711
5203060	Binding & Printing	3,605
5203090	Transportation Fees	251
5302010	Office Supplies	4,600
	TOTAL APPROPRIATIONS	<u><u>\$120,341</u></u>

SAWS Affordability Discount Program 2010

01/01/2010 Through 12/31/2010

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS	CURRENT	ADD/DELETE	REVISED
138000000XXX SAWS ADP 2010				
COMMUNITY SERVICES SPECIALIST	2062	2	-1	1
DEPARTMENT SYSTEMS SPECIALIST	0896	1	0	1
TOTAL POSITIONS FOR SAWS ADP 2010		3	-1	2

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
NAME OF AGENCY

This Memorandum of Agreement is entered into by and between the City of San Antonio, (hereinafter referred to as the CITY), a Texas municipal corporation, acting by and through its Director of Community Initiatives as authorized by City Council on December 10, 2009 pursuant to Ordinance No. _____, and the NAME OF AGENCY (hereinafter referred to as the AGENCY).

WHEREAS the CITY and the AGENCY (hereinafter referred to as "the Parties") are dedicated to providing assistance to low-income San Antonio Water System (hereinafter referred to as "SAWS") ratepayers; and

WHEREAS each of the Parties wish to promote the public purpose of providing a community safety net for individuals in need of emergency assistance;

NOW THEREFORE:

IT IS HEREBY AGREED that the Parties participate in determining eligibility for Project Agua and the Affordability Discount Program (ADP) established by SAWS for the purpose of providing utility assistance credits and discounts, respectively, to eligible SAWS ratepayers. Such participation shall be defined in accordance with the following parameters and limitations:

1. TERM.

This Memorandum of Agreement shall commence on the date of execution and shall terminate on December 31, 2010 unless earlier termination or extension shall occur pursuant to any provision hereof.

2. CONSIDERATION.

AGENCY and CITY agree that the agreement mutually benefits the Parties and as such, no administrative or other costs shall be charged by AGENCY to the CITY, SAWS, Project Agua or ADP. AGENCY agrees to provide the CITY with recommended eligible applicants to receive assistance credits in an amount not to exceed ~~\$XX,00~~ for Project Agua.

3. PROGRAM GUIDELINES.

The intent of Project Agua and ADP is to provide assistance to eligible SAWS ratepayers

in the San Antonio area. Assistance is determined by eligibility criteria that include demonstrated need, priority category, household income, household resource management and the ratepayer’s SAWS payment history. Applicants must be residents of the SAWS service area and be a SAWS ratepayer.

4. SCOPE OF WORK.

4.1 Outreach Activities

AGENCY shall engage in outreach to as many eligible SAWS Ratepayers as possible through its programs in the community consistent with the intent of Project Agua and the ADP.

4.2 Eligibility and Certification

AGENCY shall determine the eligibility of applicants based on criteria in Section 4.2.2 of this agreement, prioritizing those with the greatest need. AGENCY shall complete an intake form and an authorization form for each applicant as directed by the CITY through City’s Department of Community Initiatives (hereinafter referred to as DCI). AGENCY shall provide CITY with the names of those eligible, together with corresponding assistance amounts.

4.2.2 Eligibility Guidelines

A. Income

Applicants must have a total household income at or below 125% of the Federal Poverty Level (FPL) at the time of application. Guidelines from the Texas Department of Housing & Community Affairs will be used to calculate a household’s total income. For a point of reference, as of February 2009, the, 125% of the FPL has been established as follows:

FAMILY SIZE	YEARLY INCOME *
1	\$13,538
2	18,213
3	22,888
4	27,563
5	32,238
6	36,913
7	41,588
8	46,263

* For family units with more than eight (8) members, add \$4,675.00 for each additional family member to the guidelines. Household income may be adjusted downward per existing DCI policies to take into consideration recurring medical prescription cost for seniors.

B. Resources

The applicant household must demonstrate that it has managed its resources in an appropriate manner and has exhausted all other means to make payment on its SAWS account.

C. Priority

Priority will be given to eligible applicants experiencing a financial or other hardship and demonstrating an inability to make the required payment on their SAWS bill. Eligible, priority applicants include the elderly (age 60 years and older), ratepayers that have a documented disability, and families with children 18 years or younger, in school. All of these priority groups must also meet the income eligibility criteria.

D. Co-Payment

A co-payment will be required from each applicant household that is assisted through these programs. The co-payment will be a minimum of \$5.00.

E. Limitation of Payment

Each applicant household may be eligible for assistance not to exceed \$115.00 for Project Agua and for assistance on a sliding scale monthly discount for ADP. The exact amount of assistance will be based on the household's demonstrated need, effective utilization of the total household resources, and the applicant's co-payment. Normally, applicants are ineligible for service within a year of previous assistance for Project Agua, unless authorized by the CITY. If funds are available, and the household crisis continues, additional assistance within the same calendar year may be provided for Project Agua with the approval of DCI management staff.

F. Allowable Assistance

Only credits or discounts to SAWS accounts for past due or current bills related to

the utilization or procurement of SAWS related services can be provided with Project Agua or ADP funds, respectively. These funds cannot be used to pay for illegal usage, returned check fees, reconnection fees, or deposits. The only exception is that deposits may be paid for applicants who are homeless and in the process of establishing permanent housing. In this case, a maximum of \$200.00 can be applied towards their SAWS deposit.

G. Renters

Project Agua and ADP may not serve renters who do not pay their SAWS bill separate from their rent. For those renters who pay their SAWS bill separate from the rent, the provisions set forth in this Memorandum of Agreement will apply.

H. Waivers

In cases of extreme hardship or emergencies, the DCI Management Staff, after coordination with the SAWS Program Administrator, may grant special waivers for any of the eligibility criteria or assistance limits. A waiver may not be granted for the requirement that the applicant be a SAWS ratepayer.

I. SAWS Ratepayer

The applicant must have a SAWS statement in their name or in the name of the head of household. If an applicant's bill is not in the applicant's name or the head of household's name, the applicant must initiate a name change on the SAWS account prior to services being rendered.

4.3 Appeals Process

In order to provide equitable services to all applicants, those who have been denied assistance will have the right to be informed in writing of the reasons for the denial of requested services; the right of appeal to the AGENCY management, then, to the DCI management in succession; and, the right to a prompt resolution of the appeal. In all appeals, the determination by the Director of the Department of Community Initiatives will be final.

5. DOCUMENTATION

AGENCY shall maintain the intake form, the authorization form and application, a copy of the applicant's delinquent SAWS bill, proof of eligibility, proof of co-payment, and any waivers requested or granted in a file that shall be made available, upon request, to SAWS, the CITY or its representatives. Immediately upon termination of this agreement, and if no

subsequent agreement between the parties shall continue this project, AGENCY shall provide all applicant and project records to the CITY.

6. REPORTING REQUIREMENTS

AGENCY shall provide to the CITY quarterly reports containing the following data:

- (1) Total number of households and household members assisted
- (2) Summary of assistance by Council District
- (3) Households served by priority category
- (4) Total funds credited

7. CONFIDENTIAL INFORMATION

The Parties agree to maintain the confidentiality of any record directly related to or generated as a result of this agreement in accordance with all local, state, and federal laws. AGENCY understands that work documents created through this agreement are subject to the Public Information Act, Government Code Section 552.021. Therefore, if AGENCY receives inquiries regarding documents within its possession pursuant to this agreement, AGENCY shall within twenty-four (24) hours of receiving the request forward such requests to CITY for disposition.

8. INDEMNITY

AGENCY AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

AGENCY covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to AGENCY'S activities under this AGREEMENT, including any acts or omissions of AGENCY, any agent, officer, director, representative, employee, consultant or subcontractor of AGENCY, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT AGENCY AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF

COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

AGENCY shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or AGENCY known to AGENCY related to or arising out of AGENCY'S activities under this AGREEMENT.

9. TERMINATION BY NOTICE

This Memorandum of Agreement may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party.

10. TERMINATION FOR CAUSE

Should either party default in the performance of any of the terms or conditions of this Memorandum of Agreement, the other party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this Memorandum of Agreement shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

11. TERMINATION BY LAW

If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this Memorandum of Agreement shall automatically terminate as of the effective date of such prohibition.

12. CONFLICT OF INTEREST

12.1 AGENCY acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the CITY or any CITY Agency such as CITY owned utilities. An officer or employee has "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individuals or entities is party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of this business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

AGENCY warrants and certifies, and this agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. AGENCY further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

13. NOTICES

For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:
Director
Department of Community Initiatives
115 Plaza de Armas, Ste. 210
San Antonio, TX 78205

AGENCY:
NAME
Agency
ADDRESS
San Antonio, TX 78

14. AMENDMENT

Except where the terms of this Memorandum of Agreement expressly provide otherwise, any amendment to this Memorandum of Agreement shall not be binding on the Parties unless such amendment be in writing, executed by all the Parties and dated subsequent to the date hereof.

15. COMPLIANCE WITH LAWS AND REGULATIONS

It is understood and agreed by the Parties hereto, that changes in local, state and federal

rules, regulations or laws applicable hereto, including the Project Agua Agreement/Plan and the ADP, may occur during the term of this Memorandum of Agreement and that any such changes shall be automatically incorporated into this Memorandum of Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The Parties expressly agree to comply with all applicable federal, state, and local laws.

16. INDEPENDENT CONTRACTOR

The Parties agree that they will provide services under this Memorandum of Agreement as independent parties. The Parties to this Memorandum of Agreement further agree that they have no authority to bind the others or to hold out to third parties that it has authority to bind the others; and nothing herein contained shall be deemed or construed by the Parties hereto or any third party as creating the relationship of employer-employee, principal-agent, partners or joint venturers. Furthermore, there is no intention on the part of the Parties hereto to create or otherwise form a joint enterprise under or pursuant to this Memorandum of Agreement. The Parties to this Memorandum of Agreement do not have a pecuniary purpose, let alone a common one. The purpose of this agreement is to further the public good, not to gain a profit. The Parties do not have an equal right of control over any aspect of the Memorandum of Agreement. Each of the Parties to this Memorandum of Agreement has separate and independent duties and obligations over which they have control.

17. TEXAS LAW TO APPLY

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created herewith are performable in the State of Texas, County of Bexar.

18. CAPTIONS

The captions contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this agreement.

This Memorandum of Agreement, together with its authorizing ordinance and exhibits, if any, shall constitute the full and final agreement between the parties hereto.

Agreed to by and between the below parties on this ____ day of _____, _____.

Dennis J Campa

Director, Department of Community Initiatives
City of San Antonio

NAME
AGENCY

Attachment V

Approved as to form: _____
City Attorney