

**INTER-JURISDICTIONAL AGREEMENT BETWEEN THE  
CITY OF SAN ANTONIO AND THE SAN ANTONIO WATER SYSTEM  
FOR THE  
PROJECT AGUA AND THE AFFORDABILITY DISCOUNT PROGRAMS**

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 Director of the Department of Human Services pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_ 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 rate program be created; and

**WHEREAS**, Ordinance No. 92752, passed and approved on March 6, 2001, authorized SAWS to implement an affordability rate program for residential customers allowing for a discount to water meter rates that applies to any customer that qualifies for that rate class; 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 in order to receive such discount, ratepayers must first be certified as eligible by the City of San Antonio’s Department of Human Services; and

**WHEREAS**, Project AGUA is a San Antonio Water System (SAWS) program that provides emergency utility assistance credits to qualifying, low-income ratepayers in order to assist them to restore SAWS services or to prevent imminent disconnection from SAWS services; and

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

**WHEREAS**, the Affordability Discount Program (ADP) is a program that provides a discounted water meter rate to qualifying, low-income ratepayers; and

**WHEREAS**, the Project AGUA and ADP Programs (collectively referred to herein as the “Programs”) are jointly administered by the City of San Antonio, through its Department of Human Services, and SAWS; and

**WHEREAS**, SAWS and the City find that these Programs fulfill the public purpose of providing for the health, safety and welfare of SAWS customers and City residents; and

**WHEREAS**, the inability to pay monthly water and sewer bills is one of the last indicators that a customer is on the verge of homelessness, so these Programs help maintain that customer relationship in a cost efficient manner and fulfill the public purpose of attempting to prevent homelessness; and

**WHEREAS**, SAWS' rates are sufficient to cover the costs of these Programs, which are considered to be necessary operations and maintenance costs; and

**WHEREAS**, the parties desire to memorialize the Programs' guidelines and the responsibilities of each party in administering the Programs;

**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, 2017 and shall terminate on December 31, 2021.

## **II. AFFORDABILITY DISCOUNT PROGRAM**

- 2.1 City and SAWS agree to implement the Affordability Discount 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.
- 2.2 The Parties agree that quarterly reports shall be generated reflecting the number of new ratepayers certified for the Program.

## **III. PROJECT AGUA**

- 3.1 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 II.
- 3.2 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. DUTIES AND PROGRAM GUIDELINES**

- 4.1 City and SAWS agree to perform their respective duties and adhere to the **Affordability Discount Program** and **Project AGUA Program Guidelines** as set forth in **Attachments I and II**, which are attached hereto and incorporated herein for all purposes as if fully set forth herein.

## **V. ADMINISTRATIVE AND DIRECT STAFF COSTS**

- 5.1 SAWS agrees to pay the City \$258,000.00 for the City's 2017 calendar year administrative and direct staff expenses for the Programs. For each subsequent year of the term, SAWS agrees to annually pay \$258,000.00 for administrative and direct staff expenses as a base amount, increased annually to correspond to the Consumer Price Index (CPI). Before November 30th of each year of the term, the parties will review and agree upon any change in program administrative and direct staff costs for the upcoming calendar year.
- 5.2 SAWS shall pay monthly a pro rata share of the agreed upon annual amount on or before the tenth (10<sup>th</sup>) day of each month for the preceding month (e.g., for the 2017 calendar year, SAWS shall pay \$21,500.00 beginning in February, 2017 for the month of January, 2017) during the term to the City at the following address:

City of San Antonio  
Finance Department  
P. O. Box 839966  
San Antonio, Texas 78283-3966  
106 S. St. Mary's St., 7<sup>th</sup> Floor

Each month, the City shall mail the original invoice, designating the month for which payment is sought, to:

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:

San Antonio Water System  
Vice President/Public Affairs  
P.O. Box 2449  
San Antonio, Texas 78298-2449

## **VI. PROGRAM MONITORING, REVIEW AND AUDIT**

- 6.1 The Parties each agree to provide technical assistance to its respective program staff, monitor daily activities, and conduct evaluations of program operations. SAWS and City staff will meet as needed to review operations and funding for each Program.
- 6.2 Both Parties, as public entities, recognize the need for public accountability. Either Party may request review or audit during regular business hours of any and all records of the other Party relating to the operation of the Programs, with the exception of those records protected from

disclosure by law or attorney-client privilege. Each party shall bear its own costs associated with the requested review or audit.

## **VII. CONFIDENTIAL INFORMATION**

- 7.1 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.

## **VIII. TERMINATION**

- 8.1 As permitted by ordinances or resolutions governing the Parties' participation in the Programs, either party may terminate this Agreement, or its participation in one of the Programs without terminating participating in the other, without cause provided written notice is given thirty (30) days prior to the proposed termination date. SAWS shall pay the City administrative costs due the City under this Agreement up until the effective date of termination.

## **IX. CONFLICT OF INTEREST**

- 9.1 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.
- 9.2 SAWS's representative further warrants and certifies, and this Agreement 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.

## **X. NOTICES**

- 10.1 For the purposes of this Agreement, all official communications and notices between the parties shall be deemed sufficient if delivered in person, with proof of delivery, or if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

If to City:

City of San Antonio  
ATTN: Director, Human Services  
106 S. St. Mary's Street, 7<sup>th</sup> Floor  
San Antonio, Texas 78205

If to SAWS:

San Antonio Water System  
ATTN: Vice-President Public Affairs  
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.

#### **XI. SEVERABILITY**

- 11.1 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 hereof 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.

#### **XII. TEXAS LAW TO APPLY**

- 12.1 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 County of Bexar, in the State of Texas.

#### **XIII. CAPTIONS**

- 13.1 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.

#### **XIV. COMPLIANCE WITH LAWS AND REGULATIONS**

- 14.1 All of the work performed under this Agreement by the parties 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.

**XV. ENTIRE AGREEMENT**

15.1 This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any representations or modifications concerning this instrument shall be of no force and effect unless made in writing, dated subsequent to the execution of this Agreement, and signed by both parties.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ to be effective January 1, 2017.

**CITY OF SAN ANTONIO**

**SAN ANTONIO WATER SYSTEM**

\_\_\_\_\_  
Melody Woosley  
Director, Department of Human Services  
Affairs

\_\_\_\_\_  
Gavino Ramos  
Vice President, Communications & External

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

**Attachment I – Affordability Discount Program Guidelines**  
**Attachment II- Project AGUA Program Guidelines**