

AN ORDINANCE **2017-03-09-0163**

AUTHORIZING A FIVE-YEAR AGREEMENT BEGINNING WITH CALENDAR YEAR 2017 THROUGH 2021 WITH THE SAN ANTONIO WATER SYSTEM (SAWS) TO ADMINISTER UTILITY ASSISTANCE CREDITS AND WATER METER DISCOUNTS, AND TO ACCEPT FUNDS ANNUALLY FOR ADMINISTRATIVE COSTS; AND AUTHORIZING ACCEPTANCE OF \$258,000.00 FROM SAWS TO ADMINISTER UP TO \$1.75 MILLION IN AFFORDABILITY DISCOUNT PROGRAM WATER METER DISCOUNTS AND UP TO \$200,000.00 IN PROJECT AGUA UTILITY ASSISTANCE CREDITS FOR THE PERIOD OF JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.

* * * * *

WHEREAS, the Department of Human Services (DHS) and the San Antonio Water System (SAWS) collaborate on two utility affordability programs for low-income SAWS ratepayers, which are Project AGUA and the Affordability Discount Program (ADP); and

WHEREAS, Project AGUA is a utility assistance program developed by the City of San Antonio and SAWS and was implemented in January 2003; and

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

WHEREAS, the actual amount available each year for assistance credits is dependent on contributions and interest earned; and

WHEREAS, ADP, established in 2000, provides low income ratepayers with a sliding fee discount on their monthly water meter charge; and

WHEREAS, the Inter-Jurisdictional Agreement between the City and SAWS will outline SAWS discount program guidelines and levels by household income; **NOW THEREFORE:**

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

SECTION 1. The acceptance and appropriation of \$258,000.00 from the San Antonio Water System (SAWS) to administer Project Agua utility assistance credits and Affordability Discount Program water meter discounts for the period January 1, 2017 through December 31, 2017 is hereby authorized. Annual acceptance and appropriation of administrative funds from SAWS through calendar year 2021 is authorized subject to City Council's approval of annual appropriation through the City's annual capital operating budget. The City Manager, or her designee, or the Director of the Department of Human Services, or her designee, is authorized to

execute a five-year agreement through December 2021 with the San Antonio Water System for ongoing administration of both programs (the "Agreement"). A copy of said Agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 11001000, Internal Order 238000000082 and General Ledger 4302200 for the five-year period covered by the Agreement.

SECTION 3. The proposed budget and personnel complement, which are attached hereto and incorporated herein for all purposes as **Attachment II**, are hereby approved. The proposed budget and personnel complement for subsequent years covered by the Agreement will be reviewed and approved by the City's Finance and Budget Departments as necessary.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 9th day of March, 2017.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Andrew Segovia, City Attorney

| | | | | | | | |
|---------------------|---|--------------------|------------|------------|----------------|---------------|---------------|
| Agenda Item: | 22 | | | | | | |
| Date: | 03/09/2017 | | | | | | |
| Time: | 12:57:55 PM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance authorizing a five-year agreement with the San Antonio Water System beginning calendar year 2017 through 2021 to administer utility assistance credits and water meter discounts, and to accept funds annually for administrative costs in the amount of \$258,000.00 from SAWS to administer up to \$1.75 million in Affordability Discount Program water meter discounts and up to \$200,000.00 in Project AGUA utility assistance credits for the period of January 1, 2017 through December 31, 2017. [María Villagómez, Assistant City Manager; Melody Woosley, Director, Human Services] | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Ivy R. Taylor | Mayor | | x | | | | |
| Roberto C. Treviño | District 1 | | x | | | | |
| Alan Warrick | District 2 | | x | | | | |
| Rebecca Viagran | District 3 | | x | | | | |
| Rey Saldaña | District 4 | | x | | | | |
| Shirley Gonzales | District 5 | | x | | | x | |
| Ray Lopez | District 6 | | x | | | | |
| Cris Medina | District 7 | | x | | | | x |
| Ron Nirenberg | District 8 | | x | | | | |
| Joe Krier | District 9 | | x | | | | |
| Michael Gallagher | District 10 | | x | | | | |

**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 (10th) 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., 7th 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, 7th 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 23 day of January to be effective January 1, 2017.

CITY OF SAN ANTONIO

SAN ANTONIO WATER SYSTEM

Melody Woosley
Director, Department of Human Services



Gavino Ramos, Jr.
Vice President, Communications & External Affairs

APPROVED AS TO FORM:

Assistant City Attorney

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

Attachment I

Affordability Discount Program Guidelines

I. INTRODUCTION

Affordability Discount Program: The Affordability Discount Program (ADP) was established in 2000 to provide a discount of the water meter charge to SAWS ratepayers whose household income is less than 125% of federal poverty guideline. The intent of the program at the time of establishment was to apply a 50% discount to eligible ratepayers' meter charge. The program was revised in March 2004 to provide a sliding scale discount. The amount of discount a customer receives is based upon the household size, household income and type of service provided.

SAWS determines the amount of assistance available for the program on an annual basis. **The Affordability Discount Program (ADP) is sometimes referred to herein as the "Program."**

II. RESPONSIBILITIES UNDER THIS PROGRAM

A. Joint:

- (1) SAWS and the City of San Antonio, through its Department of Human Services (DHS) shall administer the Program jointly, and cooperatively develop all plans, documents, and other materials required for development, implementation, and oversight over the Program.
- (2) **Outreach:** A concerted effort will be made to inform as many potential participants as possible about the Program. The parties will fully utilize local media outlets for public service announcements and electronic media options. The breadth of outreach via the media will be dependent on the annual scope of the applicable program. Where feasible, outreach activities will be conducted in both English and Spanish.
- (3) **Information Technology:** The parties will make every reasonable effort to identify and implement information technology solutions that support the outreach, intake, eligibility determination, certification, case management, monitoring, reporting, evaluation and communication activities necessary to implement the Program. The goal is to achieve automated data, processing, and communications capabilities.

B. The City of San Antonio, through DHS shall be responsible for:

- (1) Conducting ratepayer intakes, accepting and processing applications. Applications will be taken by DHS staff at DHS offices. These offices are dispersed throughout the city and will afford citizens the opportunity to submit applications at a site convenient to their residence.

- (2) Determining ratepayer eligibility based upon applicable Program guidelines
- (3) Conducting outreach utilizing the social service delivery network, DHS subcontractors, comprehensive senior centers and senior nutrition sites.
- (4) Providing SAWS with a certification listing of program eligible ratepayers that will, at a minimum, contain the following information (if available) for each eligible ratepayer to assist SAWS in crediting / discounting client accounts:
 - a. Name, address, and SAWS account number
 - b. Amount (ADP discount) pledged
 - c. Household size
 - d. Household income
 - e. Date applicant certified eligible
 - f. Other information in accordance with existing SAWS-DHS agreements
- (5) Providing a list of clients and data files indicating potential ADP clients monthly
- (6) Maintaining case folders, files and records
- (7) Developing and managing ratepayer eligibility program databases
- (8) Performing program analysis (ratepayer eligibility perspective)
- (9) Coordinating all ADP Program operations with SAWS

C. SAWS shall be responsible for:

- (1) All program funding related to ratepayer credits / discounts
- (2) Coordination and implementation of outreach operations for the Program consistent with the intent of the applicable program goals and as outlined in agreements between the City and SAWS. SAWS will include bill inserts and print and distribute program brochures, informing ratepayers of the available assistance.
- (3) Processing ADP Program certification lists and associated credits / discounts as applicable
- (4) Providing DHS with a monthly data summary of all ratepayers who have received ADP discounts in the past 30 days
- (5) Coordinating all ADP Program operations with DHS
- (6) Developing quarterly and annual program fiscal summaries

III. ELIGIBILITY FOR ASSISTANCE UNDER PROGRAM

In order to qualify for assistance, applicants must meet the following eligibility criteria:

- A. SAWS Ratepayer:** 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.
- B. 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 established by the U.S. Department of Health and Human Services (HHS) at the time of the application. For eligibility purposes, DHS will follow guidelines from the Texas Department of Housing and Community Affairs to calculate a household's income. Applicants must have a total household income at or below 125% of the FPL in place at the time of the application. For a point of reference, as of February 2016, 125% of the FPL has been established as follows:

| FAMILY SIZE* | YEARLY INCOME** |
|--------------|-----------------|
| 1 | \$14,850 |
| 2 | \$20,025 |
| 3 | \$25,200 |
| 4 | \$30,375 |
| 5 | \$35,550 |
| 6 | \$40,725 |
| 7 | \$45,913 |
| 8 | \$51,113 |

* For family units with more than eight (8) members, add \$5,200.00 for each additional family member to the guidelines.

Eligible applicants' gross income may be 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. Household income may be adjusted downward per existing DHS policies to take into consideration recurring medical prescription cost for seniors. 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.

V. ADP SPECIFIC PROGRAM GUIDELINES

The amount of discount a customer receives is based upon the household size, household income and type of service provided.

- A. **Discount Assistance Range:** The 2017 monthly discounts range from **\$3.73** to **\$21.40**, and are applied based upon the income and service provided in accordance with the **ADP Monthly Discount Rate Table** attached hereto and incorporated herein by reference as **Appendix A**. The parties may agree upon an updated Discount Assistance Range from time to time during the term of this Agreement.
- B. **Special Provisions for Disaster Relief Victims:** Regardless of income, the following may also receive the discount:

- (1) Residential ratepayers directly affected by natural disasters and establishing new service;
- (2) Residential ratepayers housing victims displaced by natural disasters; and
- (3) Small non-profits and church organizations housing victims.

Attachment I Attachments:

Appendix A – ADP Monthly Discount Rate Table

Appendix A Monthly Discount Rate Table

2017 Gross Annual Income Eligibility Table

Eligibility is based on Household Family Size and Income at or below 125% Federal Assistance Guidelines Updated 1/30/17

| DISCOUNT TYPE | A | B | C | D | OVER - Z | |
|--|----------------------------------|----------------------------------|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------|
| | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ |
| Affordability Program Discounts | | | | | | |
| Family Size | Income at or below 25% Poverty * | Income at or below 50% Poverty * | Income at or below 75% Poverty * | Income at or below 100% Poverty * | Income at or below 125% Poverty * | Income above 125% Poverty * |
| 1 | \$3,015 | \$6,030 | \$9,045 | \$12,060 | \$15,075 | \$15,076 |
| 2 | \$4,060 | \$8,120 | \$12,180 | \$16,240 | \$20,300 | \$20,301 |
| 3 | \$5,105 | \$10,210 | \$15,315 | \$20,420 | \$25,525 | \$25,526 |
| 4 | \$6,150 | \$12,300 | \$18,450 | \$24,600 | \$30,750 | \$30,751 |
| 5 | \$7,195 | \$14,390 | \$21,585 | \$28,780 | \$35,975 | \$35,976 |
| 6 | \$8,240 | \$16,480 | \$24,720 | \$32,960 | \$41,200 | \$41,201 |
| 7 | \$9,285 | \$18,570 | \$27,855 | \$37,140 | \$46,425 | \$46,426 |
| 8 | \$10,330 | \$20,660 | \$30,990 | \$41,320 | \$51,650 | \$51,651 |
| 9 | \$11,375 | \$22,750 | \$34,125 | \$45,500 | \$56,875 | \$56,876 |
| 10 | \$12,420 | \$24,840 | \$37,260 | \$49,680 | \$62,100 | \$62,101 |
| 11 | \$13,465 | \$26,930 | \$40,395 | \$53,860 | \$67,325 | \$67,326 |
| 12 | \$14,510 | \$29,020 | \$43,530 | \$58,040 | \$72,550 | \$72,551 |
| 13 | \$15,555 | \$31,110 | \$46,665 | \$62,220 | \$77,775 | \$77,776 |
| 14 | \$16,600 | \$33,200 | \$49,800 | \$66,400 | \$83,000 | \$83,001 |

| 2017 Discount is based on type of service | A, K | B, L | C, M | D, N | Z |
|---|-------------|-------------|------------|------------|------|
| Water and Sewer | \$21.40 (A) | \$14.30 (B) | \$8.80 (C) | \$6.99 (D) | None |
| Water only | \$9.32 (K) | \$6.26 (L) | \$4.32 (M) | \$3.73 (N) | None |

* Poverty level figures based on U.S. Dept. of Health & Human Services 2017 guidelines

Attachment II

Project AGUA Program Guidelines

I. INTRODUCTION

Project AGUA: Project AGUA is a San Antonio Water System (SAWS) program that provides utility assistance credits to low-income, qualifying ratepayers in order to help them restore SAWS services or prevent imminent disconnection from SAWS services. The program is funded by SAWS, trust investment income and through corporate and private donations.

SAWS determines the amount of assistance available for the program on an annual basis. **Project AGUA is sometimes referred to herein as the “Program.”**

II. RESPONSIBILITIES UNDER THIS PROGRAM

A. Joint:

- (1) SAWS and the City of San Antonio, through its Department of Human Services (DHS) shall administer the Program jointly, and cooperatively develop all plans, documents, and other materials required for development, implementation, and oversight over the Program.
- (2) **Outreach:** A concerted effort will be made to inform as many potential participants as possible about the Program. The parties will fully utilize local media outlets for public service announcements and electronic media options. The breadth of outreach via the media will be dependent on the annual scope of the applicable program. Where feasible, outreach activities will be conducted in both English and Spanish.
- (3) **Information Technology:** The parties will make every reasonable effort to identify and implement information technology solutions that support the outreach, intake, eligibility determination, certification, case management, monitoring, reporting, evaluation and communication activities necessary to implement the Program. The goal is to achieve automated data, processing, and communications capabilities.

B. The City of San Antonio, through DHS shall be responsible for:

- (1) Conducting ratepayer intakes, accepting and processing applications. Applications will be taken by DHS staff at DHS offices. These offices are dispersed throughout the city and will afford citizens the opportunity to submit applications at a site convenient to their residence.
- (2) Determining ratepayer eligibility based upon applicable Program guidelines
- (3) Conducting outreach utilizing the social service delivery network, DHS subcontractors, nutrition sites, literacy centers, etc.

- (4) Providing SAWS with a certification listing of program eligible ratepayers that will, at a minimum, contain the following information (if available) for each eligible ratepayer to assist SAWS in crediting / discounting client accounts:
 - a. Name, address, and SAWS account number
 - b. Amount (AGUA credit) pledged
 - c. Household size
 - d. Household income
 - e. Date applicant certified eligible
 - f. Other information in accordance with existing SAWS-DHS agreements
- (5) Providing a list of clients credited for Project AGUA weekly
- (6) Maintaining case folders, files and records
- (7) Developing and managing ratepayer eligibility program databases
- (8) Performing program analysis (ratepayer eligibility perspective)
- (9) Coordinating all Project AGUA Program operations with SAWS

C. SAWS shall be responsible for:

- (1) All program funding related to ratepayer credits / discounts
- (2) For Project AGUA, fundraising and trust and investment income management, including establishing an account to receive Project Agua contributions, investment income, and donations
- (3) Coordination and implementation of outreach operations for the Program consistent with the intent of the applicable program goals and as outlined in agreements between the City and SAWS. SAWS will include bill inserts and print and distribute program brochures, informing ratepayers of the available assistance.
- (4) Providing space on monthly utility bills for the designation of ratepayer contributions to Project AGUA
- (5) Processing Project AGUA certification lists and associated credits / discounts as applicable
- (6) Providing DHS with a monthly data summary of all ratepayers who have received AGUA credits in the past 30 days
- (7) Coordinating all Project AGUA operations with DHS
- (8) Developing quarterly and annual program fiscal summaries

III. ELIGIBILITY FOR ASSISTANCE UNDER PROGRAM

In order to qualify for assistance, applicants must meet the following eligibility criteria:

- A. SAWS Ratepayer:** 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.

- B. 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 established by the U.S. Department of Health and Human Services (HHS) at the time of the application. For eligibility purposes, DHS will follow guidelines from the Texas Department of Housing and Community Affairs to calculate a household's income. Applicants must have a total household income at or below 125% of the FPL in place at the time of the application. For a point of reference, as of February 2016, 125% of the FPL has been established as follows:

| FAMILY SIZE* | YEARLY INCOME** |
|--------------|-----------------|
| 1 | \$14,850 |
| 2 | \$20,025 |
| 3 | \$25,200 |
| 4 | \$30,375 |
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* For family units with more than eight (8) members, add \$5,200 for each additional family member to the guidelines.

Eligible applicants' gross income may be 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. Household income may be adjusted downward per existing DHS policies to take into consideration recurring medical prescription cost for seniors. 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.

IV. AGUA SPECIFIC PROGRAM GUIDELINES

The scope and level of assistance will be determined by eligibility guidelines that are established and reviewed annually by SAWS and DHS. 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.

- A. Assistance Priority:** Priority will be given to income eligible ratepayers that meet one or more of the following criteria:

(1) household member age 60 years or older;

- (2) household member age 18 years or younger;
- (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).

B. Assistance Limit: Applicants are eligible for assistance up to **\$115.00** annually. Assistance may only be used for, or applied to, the eligible applicant's residential SAWS account. The assistance cannot be used for returned check fees or deposits. **The following exceptions apply:**

- (1) Homeless clients establishing permanent housing and needing assistance with their initial SAWS security deposit;

C. Case Management: Depending on the availability of funds in any given year, the City may subcontract processing of applications and case management to local, non-profit agencies for the benefit of SAWS ratepayers. The City shall require that the assisting agencies adhere to current Project AGUA criteria and application processing guidelines in the distribution of credits. Agencies shall bear their own administrative costs related to the distribution of Project AGUA assistance credits.

D. Waivers (generally): The DHS Director or her designees 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) in cases of extreme hardship or other emergencies in order to restore utility services or to prevent the disruption or termination of SAWS services. Assistance may not exceed the \$115.00 maximum per year to one household without the approval of the DHS Director or her designees.

E. Appeals: In order to provide equitable services to all Project Agua program applicants, those who have been denied assistance will have the following rights upon request to DHS:

- (1) The right to be informed in writing of the reason(s) for denial of assistance
- (2) The right of appeal to the DHS Casework Supervisor, Program Manager, and/or the DHS Director or her designee in succession
- (3) The right to a prompt resolution of the appeal
- (4) In all appeal cases, the determination by the DHS-Director or her designee will be final.

F. Special Provisions for Disaster Relief Victims: The following special provisions are incorporated to provide relief to disaster victims and their host "families."

- (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.

The following will be applicable to accounts identified as above:

- Assistance amount will vary and will be based on need.
- DHS 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 DHS 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).

Request for Contribution to Administer SAWS - Project AGUA/ADP
 Budget for a period of 12 Months

(Based on the Dept. of Human Services (DHS) General Fund (GF) Emergency Assistance Budget for FY2017)

| GL Account | Emergency Assist. Total Budget |
|---------------------------------------|-----------------------------------|
| 5101010 Regular Salaries | 458,113.00 |
| 5101050 Language Skill Pay | 4,200.00 |
| 5103005 FICA & Medicare Ex | 35,368.00 |
| 5103010 Life Insurance | 458.00 |
| 5103035 Pers Leave Buy Bac | 16,671.00 |
| 5105010 Retirement Exp | 52,429.00 |
| 5170040 Civln Actv Healthc | 83,196.00 |
| 5170100 Retiree Hlth Asses | 10,092.00 |
| 5181010 Salary Turnover Ta | 4,660.00- |
| 5201040 Fees to Prof Contr | 7,053.00 |
| 5203090 Transportation Fee | 4,368.00 |
| 5302010 Office Supplies | 780.00 |
| 5304010 Food | 500.00 |
| 5403000 Procurement Fee | 7,694.00 |
| 5403510 Wireless Data Comm | 1,351.00 |
| 5403543 IT Assessment Fee | 64,246.00 |
| 5404520 Software Licenses | 8,790.00 |
| 5405020 Workers Comp Asses | 7,748.00 |
| 5405030 General Liab. Asse | 6,548.00 |
| 5407032 DW Other - Direct Assisitance | 150,000.00 |
| 5501001 Cap<5000 - PC Repl | 1,317.00 |
| TOTAL | 916,262.00 |

| | |
|----------------------------------|-------------------|
| Less: DW Other-Direct Assistance | 150,000.00 |
| Total administration cost | <u>766,262.00</u> |

| | |
|------------------------|------------------|
| Contribution Requested | <u>\$258,000</u> |
|------------------------|------------------|

| | |
|-----------------|-----|
| As a % of total | 34% |
|-----------------|-----|

| | |
|------------------------------|-----------|
| Personnel Complement | Total |
| Community Service Supervisor | 2 |
| Community Service Specialist | 9 |
| Admin Associate | 1 |
| Total | <u>12</u> |