

**SEWERAGE & WATER BOARD OF NEW ORLEANS**  
**STRATEGY COMMITTEE MEETING**  
**MONDAY, OCTOBER 19, 2015**

**8:00 AM**

Marion Bracy, Chair • Robin Barnes, Vice Chair • Kimberly Thomas • Dr. Tamika Duplessis • Kerri Kane

---

**FINAL AGENDA**

---

**ACTION ITEMS**

NONE

**PRESENTATION ITEMS**

1. Cooperative Endeavor Agreement with City of New Orleans for the Coordination of All Repair, Maintenance, and Construction Projects with City Agencies
2. Cooperative Endeavor Agreement with Greater New Orleans Foundation
3. Cooperative Endeavor Agreement with City of New Orleans for the Permanent Pavement Restoration of Utility Cuts
4. Effective Utility Management Framework
5. Update Strategic Plan 2011-2020

**INFORMATION ITEMS**

6. Commitments to the City Council
7. Review of Previous Report
8. Any Other Matters



## SEWERAGE AND WATER BOARD

### Inter-Office Memorandum

**Date:** September 29, 2015  
**From:** Harold D. Marchand, Deputy Special Counsel  
**To:** Cedric S. Grant, Executive Director  
**Re:** CEA – City of New Orleans – Coordination of All Repair, etc.

Please place the attached proposed Cooperative Endeavor Agreement between the City and the Board and corresponding resolution on the agenda of the Governance Committee as an action item and on the agendas of both the Strategy and Finance and Administration Committees as a presentation item.

Effective the 20<sup>th</sup> day of August 2014, the City and the Board entered into a CEA for the coordination and creation of an integrated infrastructure management system. This was a one year agreement with the option for an extension. It is recommended that this agreement be extended for three years effective August 21, 2015 with one option for another three year period.



DEPUTY SPECIAL COUNSEL

HDM:mkt  
Att.

cc: Nolan P. Lambert

n:\ag\city of no\cooperative endeavor\repair coordination\150929grantmemo.placeonagenda.docx

**COOPERATIVE ENDEAVOR AGREEMENT WITH CITY OF NEW ORLEANS  
FOR THE COORDINATION OF ALL REPAIR, MAINTENANCE,  
AND CONSTRUCTION PROJECTS WITH CITY AGENCIES**

---

**WHEREAS**, the Sewerage and Water Board and the City of New Orleans desire to enter into a Cooperative Endeavor Agreement (CEA), consistent with the Home Rule Charter of the City of New Orleans, to allow for the coordination of all repair, maintenance, and construction projects with City agencies, including the Department of Public Works, Department of Property Management and the Office of Capital Projects, including Disaster Management/D/CDBG. The intent of the CEA is to minimize the disruption of City streets, sidewalks, and other public spaces and to establish an integrated infrastructure management system; and

**WHEREAS**, the CEA will require that the City coordinate with the Board the operation and management of the Department of Public Works, Department of Property Management and the Office of Capital Projects, including the Disaster Management/D-CDBG office. The CNO will also coordinate with the Board water management, planning and implementation. The Board will monitor the coordination of the functions and duties of the Department of Public Works, Department of Property Management and the Office of Capital Projects, including the Disaster Management/D-CDBG office. The Board shall regularly report to the Mayor on the coordination of the functions and duties between the CNO and the Board.

**NOW THEREFORE, BE IT RESOLVED**, that the President Pro Tem, on behalf of the Sewerage and Water Board of New Orleans is hereby authorized to enter into a Cooperative Endeavor Agreement with the City of New Orleans to coordinate all repair, maintenance, and construction projects with the City of New Orleans.

---

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on October 21, 2015.

---

**CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**THIS COOPERATIVE ENDEAVOR AGREEMENT (“AGREEMENT”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, but made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of New Orleans (“City”), herein represented by Mitchell J. Landrieu, Mayor, and Sewerage and Water Board of New Orleans (“S&WB”), herein represented by Wm. Raymond Manning, its President Pro Tempore, witnesses that,**

**WHEREAS**, consistent with mandate of Section 5-302 of the Home Rule Charter of the City of New Orleans, the Sewerage and Water Board desires to coordinate all its repair, maintenance, and construction projects with City agencies, including the Department of Public Works, Department of Property Management, and the Office of Capital Projects, including the Disaster Management/D-CDBG, in order to minimize disruption of the City's streets, sidewalks, and other public spaces and to establish and integrated infrastructure management system;

**WHEREAS**, Louisiana Revised Statutes 33:124 and 33:124.1 authorize municipalities and political subdivisions of the State of Louisiana to enter into agreements to combine the use of personnel for the economy of operations and to engage jointly in the construction, acquisition, improvement, maintenance or promotion of any public improvement or project, specifically including activities related to public utilities, sewerage, flood control, drainage, and streets.

**WHEREAS**, Section 9-314 of the Home Rule Charter of the City of New Orleans, authorizes the City to enter into cooperative endeavors with the state or its political subdivisions or political corporations, with the United States or its agencies, or with any public or private association, corporation, or individual with regard to the procurement and development of immovable property, joint planning and implementation of public works, joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth and other public purposes; and

**WHEREAS**, in public purpose pursuant to Article 9-314 of the Home Rule Charter of the City of New Orleans and consistent with La. R.S. 33:124 and 33:124.1, the City and the S&WB desire to enter into a Cooperative Endeavor Agreement for the coordination and creation of an integrated infrastructure management system.

**NOW THEREFORE**, the City and S&WB agree as follows (the “Agreement”):

**1. CITY OBLIGATIONS:**

- a. The City will coordinate the following functions and duties with the S&WB:
  - i. Operations and management of the Department of Public Works, Department of Property Management, and the Office of Capital Projects, including the Disaster

- Management/D-CDBG office;
- ii. Water management planning and implementation;
- b. The City will ensure that any other functions or duties it coordinates with the S&WB will not interfere or conflict with the S&WB functions and duties or the performance thereof.
- 2. S&WB OBLIGATIONS:**
- a. The S&WB will monitor the coordination of the functions and duties listed in Section 1(a) above and confer with the City regarding same.
  - b. The S&WB shall assign the coordination of the duties and functions listed in Section 1(a) above to the S&WB Executive Director.
  - c. The Executive Director of the S&WB shall regularly report to the Mayor on the coordination of the functions and duties between the City to the S&WB..
- 3. TERM:** This Agreement shall be effective for one (1) year and shall terminate one (1) year from the effective date written above.
- 4. TERMS AND CONDITIONS:** The City and the S&WB also expressly bind themselves under the Additional Terms and Conditions made a part hereof as "Attachment A."
- 5. AMENDMENT:** This Agreement is not modified except by written amendment executed by the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have made and executed this Agreement effective the day and year first above written:

**CITY OF NEW ORLEANS**

**BY:** \_\_\_\_\_  
**MITCHELL J. LANDRIEU, MAYOR**

**FORM AND LEGALITY APPROVED:**

**Legal Department**

**By:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**BY:** \_\_\_\_\_  
**PRESIDENT PRO TEMPORE**

**ATTACHMENT A**  
**ADDITIONAL TERMS AND CONDITIONS**  
**TO COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”)**  
**BETWEEN**  
**THE CITY OF NEW ORLEANS (“City”)**  
**AND**  
**SEWERAGE AND WATER BOARD OF NEW ORLEANS (“S&WB”)**

**ASSIGNABILITY:** Neither party shall assign any interest in this Agreement nor transfer any interest in the same without prior written consent of the other party.

**JURISDICTION:** The City and the S&WB hereby consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans, and do hereby formally waive any pleas of jurisdiction.

**CHOICE OF LAWS:** This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

**EXTENSION:** This agreement may be extended at the option of the parties, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. Any extension is subject to Section 9-314(3) of the Home Rule Charter of the City of New Orleans

**TERMINATION FOR CONVENIENCE:** The City and S&WB shall each have the right to terminate the Agreement at any time during the term of the Agreement by giving the other party written notice of said intention to terminate at least (30) days before the date of termination.

**TERMINATION FOR CAUSE:** The City and the S&WB shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement, the failure of any representation or warranty in this Agreement, the failure or inability to effectively implement an integrated infrastructure management system, or the failure or inability to properly and effectively coordinate with City agencies identified herein. If the S&WB successfully challenges the termination for cause in a court, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause without any requirement of further notice.

**AUDIT AND OTHER OVERSIGHT:** The City and the S&WB will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the parties to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Agreement. The S&WB agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

**ENTIRE AGREEMENT:** The Agreement, including all incorporated documents, if any, constitutes the final and complete agreement and understanding between the parties hereto.



"RE-BUILDING THE CITY'S WATER SYSTEMS FOR THE 21<sup>ST</sup> CENTURY"

# Sewerage & Water Board of NEW ORLEANS

Mitchell J. Landrieu, President  
Wm. Raymond Manning, President Pro-Tem

625 St. Joseph Street  
New Orleans, LA 70165 • 504-529-2837 OR 52W-ATER  
[www.swbno.org](http://www.swbno.org)

October 19, 2015

Finance and Administration Committee  
Sewerage and Water Board of New Orleans  
New Orleans, Louisiana

Dear Directors:

Subject: Proposed Cooperative Endeavor Agreement between the Greater New Orleans Foundation and Sewerage and Water Board of New Orleans

Greater New Orleans Foundation embarked on the Urban Water Series Phase I through a series of five workshops that brought together national experts on green infrastructure and stormwater management to share their expertise and experiences with various New Orleans stakeholders. The Board's leadership and employees were present during these workshops. To build on and deepen the insights from Urban Water Series Phase I, GNOF followed up with Urban Water Series Phase 2 when it brought 25 leaders from the city government and nonprofit sectors to Austin, Milwaukee, and Philadelphia - cities that successfully scaled green infrastructure and stormwater management strategies. GNOF then convened a number of follow-up meetings to come to concrete actions and ideas that could be applied in New Orleans. The goals and strategies for the next phase of work come naturally out of the learnings and outputs from these two phases.

GNOF wants to support the efforts of four key entities in the city that they believe are key to solving our urban water issues: the Board, the Greater New Orleans Water Collaborative, the City of New Orleans, and schools that are open to teaching water management. Through GNOF's work and partnerships with these four entities, GNOF wishes to achieve the following results:

1. Greater public awareness of (a) the issues around urban water, (b) the potential solutions available in green infrastructure and stormwater management strategies, and (c) their possible role in helping solve these issues as stewards of their environment.
2. Increased capacity within and collaboration among the Board and local government agencies around better stormwater management and increased green infrastructure.
3. Increased capacity within and collaboration among the Board and the Water Collaborative and other local non-governmental organizations around better stormwater management and increased green infrastructure.

4. A sustained, high-level conversation around sustainability in New Orleans and inclusion of green infrastructure and other sustainability elements in the New Orleans resiliency plan.

The Greater New Orleans Foundation and Sewerage and Water Board of New Orleans intend to create a partnership to support the Board's leadership to allow for a more comprehensive green infrastructure and stormwater management strategy and to build communications and public education capacity in the area of Green Infrastructure and Storm Water Management through implementing a public communications campaign. Staff recommends adoption of the attached cooperative endeavor agreement.



Robert K. Miller  
Deputy Director

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE GREATER NEW ORLEANS FOUNDATION AND SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**WHEREAS**, the Greater New Orleans Foundation (“GNOF”) would like to forge a partnership with the Sewerage & Water Board of New Orleans (“the Board”) to drive green infrastructure and stormwater management in New Orleans, which will complement the city’s world-class gray infrastructure and increase the sustainability and resiliency of New Orleans; and

**WHEREAS**, GNOF and the Board intend to work to support the Board’s leadership in advancing a Board mission that will allow for the inclusion of a more comprehensive green infrastructure and stormwater management strategy; and

**WHEREAS**, GNOF and the Board intend to further build the Board’s communications/public education capacity in the area of Green Infrastructure and Storm Water Management through implementing a public communications campaign;

**NOW, THEREFORE BE IT RESOLVED**, by the Sewerage and Water Board of New Orleans that the Executive Director is hereby authorized to enter into and accepting this collaborative Agreement with the Greater New Orleans Foundation which shall commence on this date and shall continue for a period of two years.

---

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of the resolution adopted at a Regular Monthly Meeting of said Board, duly called and held, according to law on October 21, 2015.

---

**CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN**

**THE**

**GREATER NEW ORLEANS FOUNDATION**

**AND**

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”) is made and entered into by and between the **GREATER NEW ORLEANS FOUNDATION** (hereinafter referred to as “GNOF”), herein represented by **DR. ALBERT RUESGA, DIRECTOR OF ENVIRONMENTAL AND REGIONAL INITIATIVES**, and the **SEWERAGE AND WATER BOARD OF NEW ORLEANS** (hereinafter referred to as Board), herein represented by **CEDRIC S. GRANT, EXECUTIVE DIRECTOR**, hereunto duly authorized, to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**R E C I T A L S**

**WHEREAS**, GNOF would like to forge a partnership with the Board to drive green infrastructure and stormwater management in New Orleans, which will complement the city’s world-class gray infrastructure and increase the sustainability and resiliency of New Orleans; and

**WHEREAS**, just like the Board, GNOF has been concerned about water issues for some time now. The primary focus of GNOF’s environmental giving over the past five years has been around these water issues. In 2010 GNOF, in partnership with the Idea Village, founded the Water Challenge, an initiative that helped accelerate entrepreneurial solutions to our region’s water issues; and

**WHEREAS**, given the Greater New Orleans area’s issues with soil subsidence and localized flooding, GNOF first embarked on the Urban Water Series Phase I during the summer of 2013, through a series of five workshops that brought together national experts on green infrastructure and stormwater management to share their expertise and experiences with various New Orleans stakeholders. The Board’s leadership and employees were present during these workshops; and

**WHEREAS**, to build on and deepen the insights from Urban Water Series Phase I, GNOF followed up in the fall of 2014 with Urban Water Series Phase 2 when it brought 25 leaders from the city government and nonprofit sectors to Austin, Milwaukee, and Philadelphia - cities that successfully scaled green infrastructure and stormwater management strategies . GNOF then convened a number of follow-up meetings to come to concrete actions and ideas that could be applied in New Orleans. Its goals and strategies for the next phase of work come

naturally out of the learnings and outputs from these two phases; and

**WHEREAS**, the Board was a great partner for Urban Water Series Phase 2. The Board's leadership participated in the planning phase for the trips and paid for four employees and a board member to come on these trips. This showed the agencies' commitment to learning about green infrastructure and stormwater management strategies in other cities; and

**WHEREAS**, GNOF wishes to contribute to the creation of Greater New Orleans' sustainable future. After being inspired by the three Urban Water Series 2 trips and processing learnings at the follow-up meetings with local stakeholders, GNOF would like to support the efforts of four key entities in the city that GNOF believes are key players in solving our urban water issues. These include the Board, the GNO Water Collaborative, the City of New Orleans, and schools that are open to teaching water management; and

**WHEREAS**, through GNOF's work and partnerships with these four entities, GNOF wishes to achieve the following results:

- 1) Greater public awareness of (a) the issues around urban water, (b) the potential solutions available in green infrastructure and stormwater management strategies, and (c) their possible role in helping solve these issues as stewards of their environment.
- 2) Increased capacity within and collaboration among the SWBNO and local government agencies around better stormwater management and increased green infrastructure.
- 3) Increased capacity within and collaboration among the SWBNO and the GNO Water Collaborative and other local non-governmental organizations around better stormwater management and increased green infrastructure.
- 4) A sustained, high-level conversation around sustainability in New Orleans and inclusion of green infrastructure and other sustainability elements in the New Orleans resiliency plan.

**NOW, THEREFORE**, GNOF and the Board, for the considerations and under the conditions set forth herein do hereby agree as follows:

## ARTICLE I. SCOPE OF SERVICES

### **GNOF will work collaboratively with the Board and perform the following:**

**Objective #1:** Support the Board's leadership in advancing a Board mission that will allow for the inclusion of a more comprehensive green infrastructure and stormwater management strategy.

#### **Elements:**

- Provide information from cities visited to aid exploration of revenue streams to support green infrastructure and stormwater management

- As called for, convene various groups critical to the acceptance of an additional revenue stream to fund stormwater management in order to educate them on the case for why additional revenue is necessary (e.g. business community, neighborhoods, etc.)
- Help turn learnings from Urban Water Series 2 trips to actionable steps for the Board

**GNOF Roles:**

- Liaise with other cities regarding stormwater revenue policies and practices
- Serve as a convener across sectors
- Fund at least two convenings to educate critical groups about why additional revenue is necessary
- Perform other roles that both GNOF and the Board decide to take on throughout the partnership

**Board Roles:**

1. Provide a point person in leadership who will work with GNOF
2. Relevant employees will give time for at least two meetings to turn learnings from the trips into actionable steps
3. If convenings are called for, help GNOF plan the structure for education convenings about revenue requirements for the stormwater system
4. Perform other roles that both GNOF and the Board decide to take on throughout the partnership

**Objective #2:** Help further build the Board's communications/public education capacity in the area of Green Infrastructure and Storm Water Management through implementing a public communications campaign.

**Elements:**

- Hire a firm to perform market research that will help tailor the messaging for the public communications campaign. Based on the market research results, the Board and GNOF will issue a request for proposal for the implementation of a public communications campaign, hear pitches from select candidate firms, then choose a marketing/communications firm that will implement such campaign
- Oversee execution of a public communications campaign about the value of green infrastructure and storm water management and the stewardship role we can all play starting in 2016
- Amplify the work that the Board is doing around green infrastructure and stormwater management
- Explore the introduction of a rain barrel program and other storm water management steps for homeowners

**GNOF Roles:**

- Share communications expertise and advice
- Help manage communications campaign process

- Provide up to \$50,000 in funding for market research
- Initially provide \$50,000 in funding for the public communications campaign execution. Once it is known how much implementation will cost, GNOF can determine the additional amount of funding that it can commit for the implementation
- Help raise supplementary funding for communications campaign implementation
- Perform other roles that both GNOF and the Board decide to take on throughout the partnership

**Board Roles:**

1. Lead communications campaign process
2. Executive team and the stormwater team will attend 1-2 meetings where the parties will plan the objectives of the communications campaign and market research
3. Assign a point person/people who will help monitor and manage the market research firm as they perform market research and the communications/marketing firm as they implement the communications campaign
4. Provide at least \$50,000 in funding, subject to availability, for the implementation of the communications campaign
5. Perform other roles that both GNOF and the Board decide to take on throughout the partnership

At least every six months, the leads for the partnership from each organization will meet to assess the progress of the partnership, identify priority action areas, and determine areas for improvement (if any).

**ARTICLE II.**  
**TERM**

This agreement shall commence on the date first written above and shall continue for a period of two years.

**ARTICLE III.**  
**INDEMNIFICATION**

**Section 1. Reciprocal Duties in Indemnification.** To the fullest extent permitted by law, the parties agree to protect, defend, indemnify and hold harmless one another, their agents, elected officials and employees (collectively, the “Indemnified Parties”) from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of the Services by one another or any contractor or (b) any act outside the scope of the Services by either party or any contractor.

**ARTICLE IV.**

## **GOVERNING LAW, JURISDICTION AND VENUE**

**Section 1. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of laws provisions.

**Section 2. Exclusive Jurisdiction and Venue.** For all claims arising out of or related to this Agreement, the parties hereby consent and yield to the exclusive jurisdiction and venue of the Civil District Court for the Parish of Orleans.

## **ARTICLE V. RETENTION, ACCESS AND OWNERSHIP OF RECORDS**

**Section 1. Retention.** The parties agree to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of the parties' profession for a period of five (5) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

## **ARTICLE VI. TERMINATION**

**Section 1. Termination for Cause.** The parties shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore.

If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

**Section 2. Termination for Convenience.** The parties shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the date of termination.

**Section 3. Survival of Certain Provisions.** All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with OIG investigations, indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

## **ARTICLE VII. NOTICE**

**Section 1.** Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to Board:                   Cedric S. Grant, Executive Director  
                                     625 St. Joseph Street, Room 233  
                                     New Orleans, Louisiana 70165

If to GNOF:                   Dr. Albert Ruesga  
                                     Greater New Orleans Foundation  
                                     1055 St. Charles Avenue, Suite 100  
                                     New Orleans, LA 70130

**Section 2.** Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

**Section 3.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of GNOF and Board.

## ARTICLE VIII. GENERAL PROVISIONS

**Section 1. No Assignment Without Consent.** This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

**Section 2. Audit and Other Oversight.** It is agreed that GNOF will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires GNOF to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, GNOF agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

**Section 3. Nonwaiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

**Section 4. Severability.** The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law.

Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable.

In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

**Section 5. Rules of Construction.** The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement.

Whenever herein the singular number is used, the same shall include the plural, where appropriate and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against GNOF on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

**Section 6. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**Section 7. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

**Section 8. Remedies Cumulative.** No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**Section 9. Complete Agreement.** GNOF specifically acknowledges that in entering into and accepting this Agreement, GNOF relies solely upon the representations and agreements contained in this Agreement and no others.

This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

**THE PARTIES HERETO** have signed this Agreement as to be effective on the first date written.

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**BY:** \_\_\_\_\_  
**CEDRIC S. GRANT, EXECUTIVE DIRECTOR**

**FORM AND LEGALITY APPROVED:**

**Legal Department**

**By:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**GREATER NEW ORLEANS FOUNDATION**

**BY:** \_\_\_\_\_  
**DR. ALBERT RUESGA, PRESIDENT AND CEO**

---

**CORPORATE TAX I.D.**



## SEWERAGE AND WATER BOARD

### Inter-Office Memorandum

---

**Date:** October 12, 2015  
**From:** Harold D. Marchand, Deputy Special Counsel  
**To:** Cedric S. Grant, Executive Director  
**Re:** CEA – City of New Orleans – Permanent Pavement Restoration of Utility Cuts

Please place the attached proposed Cooperative Endeavor Agreement between the City of New Orleans and the Sewerage and Water Board of New Orleans and corresponding resolution on the agenda of the Governance Committee as an action item and on the agendas of both the Strategy and the Finance and Administration Committees as a presentation item.

The City and the Board wish to enter into an agreement whereby the City will perform permanent pavement restoration of utility cuts to be made by the Board.



DEPUTY SPECIAL COUNSEL

Att.

cc: Nolan P. Lambert

n:\ag\city of no\cooperative endeavor\paving and utility repairs\151012grantmemo.placeonagenda.docx

**COOPERATIVE ENDEAVOR AGREEMENT WITH CITY OF NEW ORLEANS  
FOR THE PERMANENT PAVEMENT RESTORATION OF UTILITY CUTS**

**WHEREAS**, the Sewerage and Water Board and the City of New Orleans desire to enter into a Cooperative Endeavor Agreement (CEA), consistent with the Home Rule Charter of the City of New Orleans, to allow the City of New Orleans to perform permanent paving restoration of utility cuts to be made by the Sewerage and Water Board of New Orleans. The intent of the CEA is to accomplish a valued public purpose of improving the restoration of underground utilities and pavement by enhancing the collaboration between the parties; and

**WHEREAS**, the CEA will require that the City coordinate with the Board the removal of the backfill, temporary pavement, and/or temporary covering placed by the Board as part of its repair, and any additional saw cutting of pavement and subsequent removal of construction debris and/or materials, preparation of the base course and adjacent pavement in accordance with applicable Department of Public Works' general specifications, the placement of permanent pavement, final inspection, and removal of any remaining traffic control measures.

**NOW THEREFORE, BE IT RESOLVED**, that the President Pro Tem, on behalf of the Sewerage and Water Board of New Orleans is hereby authorized to enter into a Cooperative Endeavor Agreement with the City of New Orleans for the permanent pavement restoration of utility cuts.

---

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on October 21, 2015.

---

**CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**AND**  
**THE SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”), by and between the **CITY OF NEW ORLEANS**, represented by **MITCHELL J. LANDRIEU, MAYOR** (“City”), and the **SEWERAGE AND WATER BOARD OF NEW ORLEANS**, represented by **CEDRIC S. GRANT, EXECUTIVE DIRECTOR** (“SWBNO”) (the City and SWBNO sometimes collectively referred to as the “Parties”).

**WHEREAS**, the City is a political subdivision organized under the law of the State of Louisiana;

**WHEREAS**, SWBNO is a political corporation organized under the laws of the State of Louisiana;

**WHEREAS**, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works; the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

**WHEREAS**, the City’s Department of Public Works (“DPW”) provides for the design, construction, paving, maintenance, and marking of streets, bridges, and related structures and approaches;

**WHEREAS**, in particular, DPW supervises, regulates, and controls installations in, above, and under streets, and therefore is in a unique position to provide “Permanent Pavement Restoration” of same in an efficient and cost effective manner;

**WHEREAS**, SWBNO has authority over the construction of, control, maintenance, and operation all underground work necessary or incidental to the sewerage and water systems and over major drainage infrastructure;

**WHEREAS**, SWBNO is responsible for construction of, control, maintenance, and operation of the public water system, public sewerage system, and major drainage system of the City;

**WHEREAS**, on July 1, 1992, the Parties entered into an agreement to define their

respective roles and responsibilities with regard to the public drainage, sewerage and water systems (the “1992 Agreement”); and

**WHEREAS**, the Parties now desire to accomplish a valued public purpose of improving the restoration of underground utilities and pavement by enhancing the collaboration between the Parties.

**NOW THEREFORE**, the City and SWBNO, each having the authority to do so, agree as follows:

#### **ARTICLE I - DEFINITIONS**

**A. “Underground SWBNO Utilities”** mean all pipes, connections, valves, manholes, electrical conduits, and related infrastructure buried below the surface of the public right of way which are under the authority and control of the SWBNO.

**B. “Repair” or “Repairs”** mean the saw cutting and subsequent demolition of pavement, excavation to access the damaged underground utilities, replacement, rehabilitation, and/or reconstruction of the underground utilities, the removal of any unsuitable and/or excess materials, placement of approved, compacted material in appropriate lifts to backfill any trench or other excavation required as part of the repair.

**C. “Temporary Pavement Restoration”** means the placement of DPW-approved compacted fill covering up to the surface of the roadway and the installation of traffic control measures subsequent to the permanent pavement restoration.

**D. “Permanent Pavement Restoration”** means the removal of temporary pavement restoration by SWBNO as part of their repair, any additional saw cutting of pavement and subsequent removal of construction debris and/or materials, preparation of the base course and adjacent, in situ pavement in accordance with applicable DPW’s general specifications, the placement of permanent pavement, final inspection, and removal of any remaining traffic control measures.

#### **ARTICLE II - OBLIGATIONS OF THE PARTIES**

##### **A. SWBNO:**

1. Agrees to maintain and repair Underground SWBNO Utilities, as referenced above.
2. Shall notify DPW within seventy-two (72) hours, when the repair to the Underground SWBNO Utilities is completed on the weekend or Holiday, or within twenty-four (24) hours when the repair to the Underground SWBNO Utilities is completed on a weekday, thus informing DPW of the need for the “Permanent Pavement Restoration”.
  - a. At a minimum, this notification will include the location of the repairs, the type of repairs, the approximate size of the cuts, and generally the type of Permanent Pavement Restoration that may be required.
3. Agrees to complete Repairs to Underground SWBNO Utilities in accordance with the latest edition of all applicable engineering standards.
4. Agrees to complete repairs to both Underground SWBNO Utilities and underground utility lines maintained by DPW in instances where the SWBNO, while performing repairs to Underground SWBNO Utilities in the public right of way, notices the need

- for repairs to utility lines maintained by DPW.
5. Will be responsible for maintenance of utility service cut site to include traffic control measures for a period of thirty (30) calendar days after notification of the completed repairs as set forth in Article II A(2) above.
  6. Shall ensure that the backfill placed as part of the Repair meets all applicable compaction, gradation, and moisture content requirements as contained in the latest edition of the DPW General Specifications for Street Paving.
  7. Shall provide results from tests conducted by a certified materials testing laboratory, upon request, to DPW to confirm the backfill in place meets all applicable requirements prior to Permanent Pavement Restoration. If such backfill does not meet all applicable requirements, the repair will be considered incomplete and will be redone by SWBNO.
  8. Agrees to submit an invoice to the DPW on a routine basis as agreed to in advance by the Parties for all costs associated with the work performed on DPW's behalf.
    - a. Each invoice submitted shall include, at a minimum, the locations of all the repairs to the underground utility lines maintained by DPW which were performed by SWBNO on DPW's behalf for which reimbursement is sought, itemizing with specificity the costs associated with each repair.
  9. May suspend work performed on DPW's behalf if payment is not received within sixty (60) days or funding is not readily available to cover the anticipated cost of work.
  10. Agrees to reimburse DPW for the costs associated with Permanent Pavement Restoration performed on SWBNO's behalf within thirty (30) days after the receipt of an invoice from DPW.
    - a. These costs may include but not limited to geotechnical testing, field inspection, program management, and construction services at rates agreed to in advance by the Parties.
    - b. SWBNO agrees to maintain a minimum balance in the City's account to cover at least thirty (30) days of anticipated program costs in an amount as agreed to in advance by the Parties.

**B. DPW:**

1. May conduct material testing of the backfill placed in lieu of or in addition to any material testing conducted by SWBNO.
2. May inspect the Repairs as they are completed by SWBNO and the site once Repairs are completed.
3. Will be responsible for maintenance of utility service cut site to include traffic control measures beginning thirty (30) calendar days after notification of the completed repairs as set forth in Article II A(2) above.
4. Agrees to use good faith efforts to complete Permanent Pavement Restoration within thirty (30) days of notification that the Underground SWBNO Utilities repairs are

completed.

5. Shall notify SWBNO within seventy-two (72) hours after Permanent Pavement Restoration is completed.
6. In cases where an additional leak and/or damage to Underground SWBNO Utilities is detected prior to or during Permanent Pavement Restoration, shall stop work and notify SWBNO within twenty-four (24) hours so that additional Repairs can be completed.
7. Shall be responsible for maintenance of the Permanent Pavement Restoration, except when a repair is required.
8. Agrees to submit an invoice to the SWBNO on a routine basis as agreed to in advance by the Parties for all costs associated with the work performed on SWBNO's behalf.
  - a. Each invoice submitted shall include, at a minimum, the locations of all Permanent Pavement Restoration performed by DPW for which reimbursement is sought, itemizing with specificity the costs associated with each restoration.
9. Agrees to establish an account and receive adequate spending authority from the City Council to receive reimbursement payments from SWBNO and pay for program expenses incurred by DPW.
10. May suspend work performed on SWBNO's behalf if payment is not received in sixty (60) days or funding is not readily available to cover the anticipated cost of work.
11. Agrees to reimburse SWBNO for the costs associated with the repairs to the underground utility lines maintained by DPW which were performed by SWBNO on DPW's behalf within thirty (30) days after the receipt of an invoice from SWBNO.
  - a. These costs may include but not limited to geotechnical testing, field inspection, program management, and construction services at rates agreed to in advance by the Parties.

### **ARTICLE III – IMPLEMENTATION**

The Parties will develop and agree to an implementation plan within thirty (30) days after this Agreement is executed. This implementation plan will include a timeline for full, City-wide implementation of the Agreement, an invoicing procedure, minimum account balance, staffing plan, initial account deposit, and acquisition plan for all required contractual services.

### **ARTICLE IV - DURATION**

This Agreement will be effective for one (1) year from the Effective Date.

### **ARTICLE V – TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party written notice of its intention to terminate at least thirty (30) days before the intended date of termination.

## ARTICLE VI - INDEMNITY

To the fullest extent permitted by law, the Parties agree to protect, defend, indemnify and hold harmless one another, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of the obligations by one another or any contractor or (b) any act outside the scope of the obligations by either party or any contractor under this Agreement.

## ARTICLE VII – INSURANCE

The City and SWBNO shall have the option to maintain self-insurance or to procure at its own expense and maintain insurance policies in effect at all times during the term of this Agreement.

## ARTICLE VIII - NON-DISCRIMINATION

**A. Non-Discrimination in Employment.** With regard to any hiring or employment decision made in connection with the performance of this Agreement, including without limitation employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other compensation, and selection for training including apprenticeship, SWBNO:

1. Will not discriminate or retaliate, in fact or in perception, against any employee or person seeking employment on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status;
2. Will take affirmative action to ensure compliance with this section;
3. Will include statements in all solicitations or advertisements for employment that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status;
4. Will post notices containing the provisions of this section in conspicuous places available to employees and persons seeking employment.

**B. Non-Discrimination.** In the performance of this Agreement, SWBNO:

1. Will not discriminate or retaliate, in fact or in perception, on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status against: any employee of the City; any employee of any person working on behalf of the City; or any person seeking accommodation, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by SWBNO.

2. Will comply with and abide all federal, state, and local laws relating to non-discrimination, including without limitation Title VII of the Civil Rights Act of 1964, as amended, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

**C. Subcontracts.** SWBNO will incorporate the provisions of this Article by reference into all

subcontracts relating to the performance of this Agreement.

## ARTICLE IX - NOTICES

**A. *In General.*** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Director  
City of New Orleans  
Department of Public Works  
1300 Perdido Street, Suite 6W03  
New Orleans, LA 70112

&

City Attorney  
City of New Orleans  
1300 Perdido Street, Suite 5E03  
New Orleans, LA 70112

2. To SWBNO:

Executive Director  
Sewerage & Water Board of New Orleans  
625 St. Joseph St.  
New Orleans, La 70165

**B. *Effectiveness.*** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

**C. *Changes.*** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

## ARTICLE X - MISCELLANEOUS PROVISIONS

**A. *Ownership of Documents.*** All data collected and all products of work prepared, created, or modified by the City in the performance this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") are the exclusive property of the City, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of the City. The City shall have all right, title, and interest in all Work Product, including without limitation the right to secure and maintain the copyright, trademark, and/or patent of Work Product in the name of the City. The City may use or distribute all Work Product for any purpose without the consent of and for no additional consideration owing to SWBNO.

**B. *Jurisdiction.*** SWBNO consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas of jurisdiction on account of the residence elsewhere.

**C. Governing Law.** Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the State of Louisiana.

**D. Rules of Construction.** This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.

**E. Severability.** The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

**F. Survival of Provisions.** All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect.

**G. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the City and SWBNO, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

**H. Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

**I. Agreement Binding.** This Agreement is not assignable by either party unless authorized by a validly executed amendment.

**J. Modifications.** This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

**K. Voluntary Execution.** SWBNO has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

**L. Complete Agreement.** This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties with regard to the terms, obligations, and conditions of this Agreement.

**IN WITNESS WHEREOF**, the City and SWBNO, through their duly authorized representatives, execute this Agreement.

**CITY OF NEW ORLEANS**

**BY:** \_\_\_\_\_  
**MITCHELL J. LANDRIEU, MAYOR**

**FORM AND LEGALITY APPROVED:**  
**Law Department**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**SEWERAGE AND WATER BOARD OF NEW  
ORLEANS**

**BY:** \_\_\_\_\_  
**CEDRIC S. GRANT, EXECUTIVE DIRECTOR**

n:\ag\city of no\cooperative endeavor\paving and utility repairs\151014agreement.docx



# Water Sector Collaboration on Effective Utility Management

## Fact Sheet

May 2007

### BACKGROUND

In May 2006, the Association of Metropolitan Water Agencies; the American Public Works Association; the American Water Works Association; the National Association of Clean Water Agencies; the National Association of Water Companies; the United States Environmental Protection Agency; and the Water Environment Federation entered into a Statement of Intent<sup>1</sup> to “formalize a collaborative effort among the signatory organizations in order to promote effective utility management.” These “Collaborating Organizations” chartered the Effective Utility Management Steering Committee (Committee) to advise them on a future, joint water utility sector management strategy applicable to water sector utilities across the country. This fact sheet summarizes the Committee’s findings and recommendations.

The Committee found that water sector utilities across the country face common challenges, such as rising costs and workforce complexities, and need to focus attention on these areas to deliver quality products and services and sustain community support. Within this context, the Steering Committee identified four primary building blocks of effective water utility management, which could become the basis of a future water utility sector management strategy. These building blocks, described below, are: Attributes of Effectively Managed Water Sector Utilities, Keys to Management Success, Water Utility Measures, and Water Utility Management Resources.

### TEN ATTRIBUTES OF EFFECTIVELY MANAGED WATER SECTOR UTILITIES

The Committee identified “Ten Attributes of Effectively Managed Water Sector Utilities” (Attributes) that provide a succinct indication of where effectively managed utilities focus and what they strive to achieve. Further, the Committee recommended that the water utility sector adopt and utilize these Attributes as a basis for promoting improved management within the sector. The Attributes can be viewed as a continuum of, or a set of building blocks for, management improvement opportunities. The Attributes, are deliberately not listed in a particular order; since utility managers will determine their relevance and relative importance based on individual circumstances.

<sup>1</sup> See <http://www.epa.gov/water инфраструктуры/utility-mgmt-joint-statement.pdf>.

<b>Product Quality</b> Produces potable water, treated effluent, and process residuals in full compliance with regulatory and reliability requirements and consistent with customer, public health, and ecological needs.	<b>Customer Satisfaction</b> Provides reliable, responsive, and affordable services in line with explicit, customer-accepted service levels. Receives timely customer feedback to maintain responsiveness to customer needs and emergencies.
<b>Employee and Leadership Development</b> Recruits and retains a workforce that is competent, motivated, adaptive, and safe-working. Establishes a participatory, collaborative organization dedicated to continual learning and improvement. Ensures employee institutional knowledge is retained and improved upon over time. Provides a focus on and emphasizes opportunities for professional and leadership development and strives to create an integrated and well-coordinated senior leadership team.	<b>Operational Optimization</b> Ensures ongoing, timely, cost-effective, reliable, and sustainable performance improvements in all facets of its operations. Minimizes resource use, loss, and impacts from day-to-day operations. Maintains awareness of information and operational technology developments to anticipate and support timely adoption of improvements.
<b>Financial Viability</b> Understands the full life-cycle cost of the utility and establishes and maintains an effective balance between long-term debt, asset values, operations and maintenance expenditures, and operating revenues. Establishes predictable rates—consistent with community expectations and acceptability—adequate to recover costs, provide for reserves, maintain support from bond rating agencies, and plan and invest for future needs.	<b>Operational Resiliency</b> Ensures utility leadership and staff work together to anticipate and avoid problems. Proactively identifies, assesses, establishes tolerance levels for, and effectively manages a full range of business risks (including legal, regulatory, financial, environmental, safety, security, and natural disaster-related) in a proactive way consistent with industry trends and system reliability goals.
<b>Community Sustainability</b> Is explicitly cognizant of and attentive to the impacts its decisions have on current and long-term future community and watershed health and welfare. Manages operations, infrastructure, and investments to protect, restore, and enhance the natural environment; efficiently use water and energy resources; promote economic vitality; and engender overall community improvement. Explicitly considers a variety of pollution prevention, watershed, and source water protection approaches as part of an overall strategy to maintain and enhance ecological and community sustainability.	<b>Infrastructure Stability</b> Understands the condition of and costs associated with critical infrastructure assets. Maintains and enhances the condition of all assets over the long-term at the lowest possible life-cycle cost and acceptable risk consistent with customer, community, and regulator-supported service levels, and consistent with anticipated growth and system reliability goals. Assures asset repair, rehabilitation, and replacement efforts are coordinated within the community to minimize disruptions and other negative consequences.
<b>Stakeholder Understanding and Support</b> Engenders understanding and support from oversight bodies, community and watershed interests, and regulatory bodies for service levels, rate structures, operating budgets, capital improvement programs, and risk management decisions. Actively involves stakeholders in the decisions that will affect them.	<b>Water Resource Adequacy</b> Ensures water availability consistent with current and future customer needs through long-term resource supply and demand analysis, conservation, and public education. Explicitly considers its role in water availability and manages operations to provide for long-term aquifer and surface water sustainability and replenishment.

## KEYS TO MANAGEMENT SUCCESS

As a complement to the Attributes, the Committee identified five “Keys to Management Success” or approaches and systems that foster utility management success.

**1. Leadership:** Leadership plays a critical role in effective utility management, particularly in the context of driving and inspiring change within an organization. In this context, the term “leaders” refers both to individuals who champion improvement, and to leadership teams that provide resilient, day-to-day management continuity and direction. Effective leadership ensures the utility’s direction is understood, embraced, and followed on an ongoing basis throughout the management cycle.

**2. Strategic Business Planning:** Strategic business planning helps utilities balance and drive integration and cohesion across, the Attributes. It involves taking a long-term view of utility goals and operations and establishing an explicit vision and mission that guide utility objectives, measurement efforts, investments, and operations.

**3. Organizational Approaches:** A variety of organizational approaches can be critical to management improvement. These approaches include establishing a “participatory organizational culture” that actively seeks to engage employees in improvement efforts, deploying an explicit change management process, and utilizing implementation strategies that seek early, step-wise victories to build momentum and motivation.

**4. Measurement:** A focus and emphasis on measurement is the backbone of successful continual improvement management and strategic business planning. Successful measurement efforts tend to be viewed on a continuum, starting with basic internal tracking.

**5. Continual Improvement Management Framework:** A “plan, do, check, act” continual improvement management framework typically includes several components, such as conducting an honest and comprehensive self-assessment; establishing explicit performance objectives and targets; implementing measurement activities; and responding to evaluations through the use of an explicit change management process.

The Committee recommended that the Keys to Management Success be referenced and promoted with the Attributes to enable more effective utility management within the sector.

## WATER UTILITY MEASURES

The Committee strongly affirmed measurement as critical to effective utility management. The Committee also noted that utility measurement is complicated and needs to be done carefully to be useful. The challenges presented by performance measurement include deciding what to measure, identifying meaningful measures, and making sure that data are collected in a way that allows meaningful comparisons to be made. Consideration of these factors is important if the data are to be used to make real improvements and to communicate accurate information, and help ensure that the information is interpreted correctly.

Within this context, the Committee identified a set of high-level, illustrative example water utility measures related to the Attributes and recommended that, to simply get started on exploring this component of the future sector strategy, these or other example utility measures be made available in a future sector strategy. These *preliminary* example measures included, for instance, under

Operational Optimization, the amount of distribution system water loss; under Operational Resiliency, whether the utility has a current all-hazards disaster readiness response plan (yes/no)?; and, under Stakeholder Understanding and Support, whether the utility consults regularly with stakeholders (yes/no)?

The Committee recommended a longer-term initiative to identify a cohesive set of targeted, generally applicable, individual water sector utility measures. The goal would be to provide robust measures for individual utilities to use in gauging and improving operational and managerial practices and for communicating with external audiences such as boards, rate payers, and community leaders.

## **WATER UTILITY MANAGEMENT RESOURCES**

The Committee believed that water utilities are interested in tools that can support management progress, and that many utilities would benefit from a “helping hand” that can guide them to useful management resources, particularly in the context of the Attributes. Therefore, the Committee recommended that the future sector strategy include a “resource toolbox” linked to the Attributes and submitted a preliminary list of management resources that could be used as a starting point.

## **NEXT STEPS FOR THE SECTOR STRATEGY**

The Collaborating Organizations have identified the following actions to build upon the recommendations and work of the Steering Committee.<sup>2</sup>

### **Short-Term Actions**

- ✓ Implement a coordinated and comprehensive rollout of a sector strategy as soon as possible.
- ✓ Create a standard presentation kit that could be used by Collaborating Organizations, utilities, and others to explain the initiative and its findings.
- ✓ Create a basic resource toolbox to help utilities manage more effectively based on the Attributes and the Keys to Management Success.
- ✓ Develop a “primer” to help utility managers understand the background and objectives of the initiative and help them use the Attributes and apply the Keys to Management Success.
- ✓ Jointly sponsor web casts and other educational sessions to describe the initiative and its findings.

### **Long-Term Actions**

- ✓ Explore options to link the Attributes into existing Collaborating Organizations’ recognition or awards programs, as appropriate, and consider the need for a joint sector-wide recognition/awards program for utilities that adopt management strategies based on the Attributes and Keys to Management Success.
- ✓ Explore further partnerships with organizations that may be interested in the Steering Committee’s final report and in promoting the report’s findings and recommendations within their individual membership bases.
- ✓ Develop a cohesive set of targeted, generally applicable, individual water sector utility measures that could be used to gauge progress. This effort could build on existing programs and other sources of information.
- ✓ Continue to communicate and coordinate efforts to promote effective utility management.

---

<sup>2</sup> All commitments made by EPA and the other signatories in this document are subject to the availability of funds and budget priorities. Nothing in this document, in and of itself, obligates EPA or the other organizations to expend funds or enter into any contract, or other agreement or incur other financial obligations.

<p align="center"><b>Sewerage and Water Board of New Orleans</b>  <b>Crosswalk of Strategic Plan Goals to Effective Utility Management Attributes</b>  <b>September 2012</b></p>			
<b>Constituency and Goals</b>	<b>Effective Utility Management Attributes</b>	<b>Measurement Description</b>	<b>Calculation</b>
<p><b>Customer ratepayers to whom we provide drinking water and waste water services:</b></p> <ul style="list-style-type: none"> <li>▪ We will provide drinking water and wastewater services that meet or exceed regulatory requirements.</li> <li>▪ We will provide accurate bills.</li> <li>▪ We will provide timely, responsive and reliable information about our services.</li> <li>▪ We will respond promptly to requests for water services at homes and businesses.</li> <li>▪ We will be efficient with the use of resources in providing these services.</li> </ul> <p><b>Citizen taxpayers and adjacent communities to whom we provide drainage water services:</b></p> <ul style="list-style-type: none"> <li>▪ We will provide drainage services that mitigate the risk of flooding.</li> <li>▪ We will coordinate our efforts with the City of New Orleans and other utility service providers.</li> <li>▪ We will be efficient with the use of resources in providing this service.</li> </ul>	<p><b>Product Quality</b> Produces portable water, treated effluent, and process residuals in full compliance with regulatory and reliability requirements and consistent with customer, public health, and ecological needs.</p> <ul style="list-style-type: none"> <li>▪ We will provide drinking water and wastewater services that meet or exceed regulatory requirements.</li> <li>▪ We will provide accurate bills.</li> <li>▪ We will provide timely, responsive and reliable information about our services.</li> <li>▪ We will respond promptly to requests for water services at homes and businesses.</li> <li>▪ We will be efficient with the use of resources in providing these services.</li> </ul>	<p><b>Product quality service delivery:</b> This measure assesses delivery of product quality service based on utility-established objectives and service level targets. It focuses on non-regulatory performance targets.</p>	<p><b>Drinking water flow and pressure (percent):</b> <math>100 X \left[ \frac{\text{number of customers with less than (flow of "X" gallons per minute (gpm) and pressure of "Y" pounds per square inch (psi))} - \text{levels set by utility}}{\text{total number of customers}} \right]</math> (during reporting period, typically per month).</p> <p><b>Fire suppression water flow and pressure (percent):</b> <math>100 X \left[ \frac{\text{hours of time when (flow of "X" gpm and pressure of "Y" psi) - levels set by utility}}{\text{total number of hours when fire suppression water should be available at maximum day demand}} \right]</math> (during reporting period, typically per month).</p> <p><b>Service interruptions (percent):</b> <math>100 X \left[ \frac{\text{number of active account customers experiencing a service interruption of greater than 1 hour}}{\text{total number of customers during reporting period}} \right]</math> (typically per month).</p> <p><b>Water quality goals met/not met:</b> Number of days in reporting period (typically one month) where utility-defined beyond-compliance targets are met/not met.</p> <p><b>Sewer backups (if not included in permit requirements) (amount and percent):</b> Number of customers experiencing backups each year; <math>100 X \left[ \frac{\text{number of customers experiencing backups each year}}{\text{total number of customers}} \right]</math>.</p> <p><b>Sewer overflows (if not included in permit requirements):</b> Number of sewer overflows per 100 miles of collection system piping. Water reuse (amount and percent):</p> <p><b>Biosolids put to beneficial use (percent):</b> <math>100 X \left( \frac{\text{amount of biosolids produced that are put to a beneficial use}}{\text{total amount of biosolids produced}} \right)</math> (in wet tons per year).</p>

<p><b>Customer Satisfaction</b></p> <p>Provides reliable, responsive, and affordable services in line with explicit customer-accepted service levels. Receives timely customer feedback to maintain responsiveness to customer needs and emergencies.</p>	<p><b>Customer complaints:</b> This measure assesses the complaint rates experienced by the utility, with individual quantification of customer service and core utility service complaints.</p> <p><b>Customer service delivery:</b> This measure requires the utility, based on internal objectives and customer input, to set desirable customer service levels, then determine an appropriate (target) percentage of time to meet the performance levels.</p>	<p><b>Call responsiveness</b> (percent): <math>100 X \text{ (number of calls responded to within "X" minutes)} \div \text{total number of calls during reporting period}</math> (typically per month).</p> <p><b>Error-driven billing adjustment rate</b> (percent): <math>100 X \text{ (number of error-driven billing adjustments during reporting period)} \div \text{number of bills generated during reporting period}</math>.</p> <p><b>Service start/stop responsiveness</b> (percent): <math>100 X \text{ (number of stop/start service orders processed within "X" days)} \div \text{total number of stop/start service orders during reporting period}</math>.</p> <p><b>First call resolution</b> (percent): <math>100 X \text{ (number of calls for which problem was resolved/fixed/scheduled to be fixed at the time of the first call)} \div \text{total number of calls during reporting period}</math>.</p>	<p><b>Customer satisfaction:</b> This is an overarching customer satisfaction measure based on requested customer feedback (surveys), not calls received or internal customer satisfaction service level commitments.</p>	<p><b>Overall customer satisfaction:</b> Percent of positive or negative customer satisfaction survey responses based on a statistically valid survey or on an immediately after-service survey.</p> <p><b>Customer accounts per employee:</b> Number of accounts + number of FTEs. (<math>FTE = 2,080 \text{ hours per year of employee time equivalent}</math>)</p> <p><b>MGD water delivered/processed per employee:</b> Average MGD delivered/processed <math>\div</math> FTEs per year.</p> <p><b>Chemical use per volume delivered/processed:</b> Amount of chemicals used <math>\div</math> MG delivered/processed during reporting period.</p> <p><b>Energy use per volume delivered/processed:</b> <math>KWH \div MG</math> delivered/processed during reporting period.</p>
---	---	--	---	---

	<p>Support timely adoption of improvements.</p> <p><b>Water management efficiency:</b> This measure assesses drinking water production and delivery efficiency by considering resources as they enter and exit the utility system.</p>	<p><b>O&amp;M cost per volume delivered/processed:</b> Total O&amp;M cost ÷ MG delivered/processed during reporting period.</p> <p><b>Production efficiency:</b> Ratio of raw water volume taken into the treatment system to treated water produced.</p> <p><b>Distribution system water loss</b> (non-revenue water) (percent): <math>100 \times [\text{volume of water distributed} - (\text{volume of water billed} + \text{volume of unbilled authorized water})] \div \text{total volume of water distributed}]</math>.</p> <p><b>Meter function (percent):</b> <math>100 \times (\text{total number of active billable meters minus stopped or malfunctioning meters} \div \text{total number of active billable meters})</math>.</p>
	<p><b>Infrastructure Stability</b> Understands the condition of and costs associated with critical infrastructure assets. Maintains and enhances the condition of all assets over the long-term at the lowest possible life-cycle cost and acceptable risk consistent with customer, community, and regulator-supported service levels, and consistent with anticipated growth and system reliability goals. Assures asset repair, rehabilitation, and replacement efforts are coordinated within the community to minimize disruptions and other negative consequences.</p>	<p><b>Asset inventory:</b> This measure gauges a utility's efforts to assess assets and asset conditions, as the first steps towards building a comprehensive asset management program.</p> <p><b>Asset (system) renewal/replacement:</b> This measure assesses asset renewal/replacement rates over time. The measure should reflect utility targets, which will vary depending on each utility's determinations of acceptable risks for different asset classes.</p>
		<p><b>Leakage and breakage frequency rate</b> (percent): <math>100 \times (\text{total number of leaks} + \text{total number of breaks}) \div \text{total miles of distribution piping per year}</math>.</p> <p><b>Collection system failure rate</b> (percent): <math>100 \times (\text{total number of collection system failures} \div \text{total miles of collection system piping per year})</math>.</p>

	<p>collection system failures.</p> <p><b>Planned maintenance:</b> Planned maintenance includes both preventive and predictive maintenance. Preventive maintenance is performed according to a predetermined schedule rather than in response to failure. Predictive maintenance is initiated when signals indicate that maintenance is due. All other maintenance is categorized as corrective or reactive.</p>	<p><b>Planned maintenance ratio by hours (percent):</b> <math>100 \times (\text{hours of planned maintenance} \div (\text{hours of planned + corrective maintenance}))</math>.</p> <p><b>Planned maintenance ratio by cost (percent):</b> <math>100 \times (\text{cost of planned maintenance} \div (\text{cost of planned + corrective maintenance}))</math></p> <p><b>Total recordable incident rate:</b> (Number of work-related injuries and illnesses X 200,000) ÷ employee hours worked.</p>	<p><b>Recordable incidents of injury or illnesses:</b> Incidence rates can be used to show the relative level of injuries and illnesses and help determine problem areas and progress in preventing work-related injuries and illnesses.</p> <p><b>Insurance claims:</b> This measure examines the number, type, and severity of insurance claims to understand insurance coverage strength/vulnerability.</p>	<p><b>Number of insurance claims:</b> Number of general liability and auto insurance claims per 200,000 employee hours worked.</p> <p><b>Severity of insurance claims:</b> Total dollar amount of general liability and auto insurance claims per 200,000 employee hours worked.</p>	<p><b>Emergency Response Plan (ERP) coverage and preparedness:</b></p> <ul style="list-style-type: none"> <li>▪ Does the utility have an ERP in place (yes/no)?</li> <li>▪ <b>Number and frequency of ERP trainings per year:</b> <math>100 \times (\text{number of employees who participate in ERP trainings} \div \text{total number of employees})</math>.</li> <li>▪ <b>Number and frequency of ERP exercises per year:</b> <math>100 \times (\text{number of employees who participate in ERP exercises} \div \text{total number of employees})</math>.</li> <li>▪ <b>Frequency with which the ERP is reviewed and updated.</b></li> <li>▪ <b>Vulnerability management:</b> Is there a process in place for identifying and addressing system deficiencies (yes/no)?</li> </ul>
	<p><b>Operational Resiliency</b></p> <p>Ensures utility leadership and staff work together to anticipate and avoid problems. Proactively identifies, assesses, establishes tolerance levels for, and effectively manages a full range of business risks (including legal, regulatory, financial, environmental, safety, security, and natural disaster-related) in a proactive way consistent with industry trends and system reliability goals.</p>				

<p><b>Ongoing operational resiliency:</b> This measure assesses a utility's operational reliability during ongoing/routine operations.</p>	<p><b>Operational resiliency under emergency conditions:</b> This measure assesses the operational preparedness and expected responsiveness in critical areas under emergency conditions.</p>	<p><b>Uptime for critical utility components on an ongoing basis</b> (percent): <math>100 X</math> (hours of critical component uptime + hours critical components have the physical potential to be operational).</p> <p><b>Power resiliency:</b> Period of time (e.g., hours or days) for which backup power is available for critical operations.</p> <p><b>Treatment chemical resiliency:</b> Period of time (e.g., hours or days) minimum daily demand can be met with water treated to meet SDWA standards for acute contaminants.</p> <p><b>Critical parts and equipment resiliency:</b> Current longest lead time (e.g., hours or days) for repair or replacement of operationally critical parts or equipment.</p> <p><b>Critical staff resiliency:</b> Average number of response-capable backup staff for critical operation and maintenance positions (calculated as the sum of all response-capable backup staff ÷ total number of critical operation and maintenance positions).</p> <p><b>Treatment operations resiliency</b> (percent): Percent of minimum daily demand met with the primary production or treatment plant offline for 24, 48, and 72 hours.</p> <p><b>Sourcewater resiliency:</b> Period of time (e.g., hours or days) minimum daily demand can be met with the primary raw water source unavailable.</p> <p><b>Drinking water compliance rate</b> (percent): <math>100 X</math> (number of days in full compliance for the year ÷ 365 days).</p> <p><b>Wastewater treatment effectiveness rate</b> (percent): <math>100 X</math> (365 – total number of standard noncompliance days ÷ 365 days).</p> <p><b>Number, type, and frequency of “near (compliance) misses”:</b> For example, reaching 80–95% of allowable levels of “X” during reporting period, typically per month.</p>
<p><b>Federal, State and Local Elected Officials to whom we are accountable for our performance:</b></p> <ul style="list-style-type: none"> <li>▪ We will provide accurate and comprehensive information.</li> <li>▪ We will be responsive to requests for assistance.</li> <li>▪ We will support community programs and initiatives.</li> </ul>	<p><b>Product Quality</b> Produces potable water, treated effluent, and process residuals in full compliance with regulatory and reliability requirements and consistent with customer, public health, and ecological needs.</p>	<p><b>Product quality regulatory compliance:</b> Water product quality compliance, particularly with regards to 40 CFR Part 141 (the National Primary Drinking Water Regulations), the National Pollutant Discharge Elimination System, and any other relevant federal (Clean Water Act, Safe Drinking Water Act, etc.) or state statute/regulations and permit requirements.</p>

<b>Employees with whom we work to provide water services:</b> <ul style="list-style-type: none"> <li>■ We will provide a safe work environment.</li> <li>■ We will provide meaningful work and fair compensation.</li> <li>■ We will provide training and opportunities to develop and succeed.</li> </ul>	<p><b>Employee and Leadership Development</b></p> <p>Recruits and retains a workforce that is competent, motivated, adaptive, and safe-working. Establishes a participatory, collaborative organization dedicated to continual learning and improvement. Ensures employee institutional knowledge is retained and improved upon over time. Provides a focus on and emphasizes opportunities for professional and leadership development and strives to create an integrated and well-coordinated senior leadership team.</p>	<p><b>Employee retention and satisfaction:</b> This measure gauges a utility's progress toward developing and maintaining a competent and stable workforce, including utility leadership.</p> <p><b>Management of core competencies:</b> This measure assesses the utility's investment in and progress toward strengthening and maintaining employee core competencies.</p>	<p><b>Employee turnover rate</b> (percent): <math>100 \times (\text{number of employee departures} \div \text{total number of authorized positions per year})</math>. Can be divided into categories such as:</p> <ul style="list-style-type: none"> <li>■ <b>Voluntary turnover</b> (percent): <math>100 \times (\text{number of voluntary departures} \div \text{total number of authorized positions per year})</math>.</li> <li>■ <b>Retirement turnover</b> (percent): <math>100 \times (\text{number of retirement departures} \div \text{authorized positions per year})</math>.</li> <li>■ <b>Experience turnover</b> (percent): <math>100 \times (\text{number of years of experience represented by all departures} \div \text{total years of experience with the organization})</math> (at the beginning of the year).</li> </ul> <p><b>Employee job satisfaction</b> (percent): <math>100 \times (\text{number of employees with "X" job satisfaction level} \div \text{total number of employees})</math> (based on implementation and monitoring over time of a comprehensive employee survey).</p> <p><b>Training hours per employee:</b> Total of qualified formal training hours for all employees <math>\div</math> total FTEs worked by employees during the reporting period.</p> <p><b>Certification coverage</b> (percent): <math>100 \times (\text{number of certifications achieved or maintained} \div \text{number of needed certifications per year})</math> (across the utility).</p> <p><b>Employee evaluation results:</b> Results of employee evaluations</p> <p><b>Key position vacancies:</b> Average time that critical-skill positions are vacant due to staff departures per vacancy per year.</p> <p><b>Key position internal/external recruitment (percent):</b> <math>100 \times (\text{number of critical-skill positions that are filled internally (through promotion, transfer, etc. rather than outside recruitment) versus filled through outside recruitment} \div \text{total number of positions filled per year})</math>.</p> <p><b>Long-term succession plan coverage</b> (percent): <math>100 \times (\text{number of employees (or cohorts, work units, etc.) covered by a long-term workforce succession plan that accounts for projected retirements and other vacancies in each skill and management area} \div \text{total number of employees})</math> (or cohorts, work units, etc.).</p>
--	--	--	---

<p><b>The Environment that we share with each other and the natural world:</b></p> <ul style="list-style-type: none"> <li>■ We will return water to the environment in a condition better than we received it.</li> <li>■ We will create beneficial reuse for the solids that are created in our treatment processes.</li> <li>■ We will be considerate of the impact that our choices of fuel and materials have on the environment.</li> </ul>	<p><b>US Environmental Protection Agency, Louisiana Department of Health and Hospitals, Louisiana Department of Environmental Quality and other government agencies who regulate our drinking water and waste water quality:</b></p> <ul style="list-style-type: none"> <li>■ We will comply with the Safe Drinking Water Act, the Clean Water Act, the Modified Consent Decree, and all other water and air quality laws and regulations.</li> </ul>	<p><b>US Army Corps of Engineers, Southeast Louisiana Flood Protection Authority East and West, Coastal Protection and Restoration Authority of Louisiana, and City of New Orleans Department of Public Works with whom we work to construct drainage facilities:</b></p> <ul style="list-style-type: none"> <li>■ We will work collaboratively</li> </ul>

<p>on the design, construction and operation of drainage facilities.</p> <p><b>Bondholders to whom we owe repayment of principal with interest:</b></p> <ul style="list-style-type: none"> <li>▪ We will comply with the covenants of our bond issues.</li> <li>▪ We will work to maintain and improve our creditworthiness to protect the value of their investment.</li> </ul>	<p><b>Financial Viability</b> Understands the full life-cycle cost of the utility and establishes and maintains an effective balance between long-term debt, asset values, operations and maintenance expenditures, and operating revenues. Establishes predictable rates—consistent with community expectations and acceptability—adequate to recover costs, provide for reserves, maintain support from bond rating agencies, and plan and invest for future needs.</p>	<p><b>Budget management effectiveness:</b> This measure has short-term and long-term aspects. The short-term calculations are commonly used financial performance indicators, and the long-term consideration is a more comprehensive analytical approach to assessing budget health over the course of several decades.</p> <p><b>Revenue to expenditure ratio:</b> Total revenue ÷ total expenditures.</p> <p><b>O&amp;M expenditures (percent):</b> <math>100 \times (\text{O&amp;M expenditures} \div \text{total operating budget})</math>.</p> <p><b>Capital expenditures (percent):</b> <math>100 \times (\text{capital expenditures} \div \text{total capital budget})</math>.</p> <p><b>Debt ratio:</b> Total liabilities ÷ total assets.</p> <p><b>Life-cycle cost accounting:</b> Has the utility conducted a life-cycle cost accounting analysis that explicitly incorporates accepted service level risks, asset condition, budget needs based on the values (net present values) of utility current and future assets, etc., and made financial and budget management decisions accordingly? (yes/no)?</p>	
	<p><b>Financial procedure integrity:</b> Questions that gauge presence of internal utility processes to ensure a high level of financial management integrity.</p>	<p><b>Does the utility have financial accounting policies and procedures (yes/no)?</b></p> <p><b>Are financial results and internal controls audited annually (yes/no)?</b></p> <p><b>Have the number of control deficiencies and material weaknesses been reduced from previous audits (yes/no)?</b></p> <p><b>Has your bond rating changed recently?</b></p> <p><b>If so, why?</b></p> <p><b>Does the change reflect the utility's financial management in a way that can and should be acknowledged and, if need be, addressed?</b></p> <p><b>Bond ratings:</b> Bond ratings are a general indicator of financial viability; however, they are not always within a utility's control and are less important if a utility is not participating in capital markets. Smaller utilities often struggle to obtain high ratings. Even though a higher bond rating is desirable and this provides a general indicator of financial health, the bond rating should not be</p>	

	<p>considered alone. It should be considered in light of other factors such as the other measures suggested for this Attribute.</p> <p><b>Rate adequacy:</b> This measure helps the utility to consider its rates relative to factors such as external economic trends, short-term financial management, and long-term financial health. It recognizes that a “one size fits all” calculation would not be realistic due to each utility’s unique situation and the number of variables that could reasonably be considered. The following three questions prompt an assessment of key components of rate adequacy.</p>	<p><b>How do your rate changes compare currently and over time with the inflation rate and the Consumer Price Index (CPI) or Consumer Price Index for All Urban Consumers (CPI-U)?</b></p> <p>Have you established rates that fully consider the full life-cycle cost of service and capital funding options? (See the life-cycle cost accounting discussion, above.)</p> <p><b>Does your utility maintain a rate stabilization reserve to sustain operations during cycles of revenue fluctuation, in addition to 60- (or 90-) day operating reserves?</b></p>	
<p><b>Suppliers and Economically Disadvantaged Business Enterprises from whom we purchase services and materials:</b></p> <ul style="list-style-type: none"> <li>■ We will provide a fair marketplace to openly compete for opportunities to provide services and materials.</li> <li>■ We will pay invoices for services and materials on a timely basis.</li> </ul>			
<p><b>Future Citizens and Businesses of New Orleans to whom we owe viable water systems:</b></p> <ul style="list-style-type: none"> <li>■ We will operate, maintain,</li> </ul>	<p><b>Community Sustainability</b> Is explicitly cognizant of and attentive to the impacts its decisions have on current and long-term future community and watershed health and welfare.</p> <p><b>Watershed-based infrastructure planning:</b> This measure addresses utility efforts to consider watershed-based approaches when making management decisions affecting</p>	<p><b>Does the utility employ alternative, watershed-based approaches to align infrastructure decisions with overall watershed goals and potentially reduce future infrastructure costs?</b></p> <p>Watershed-based approaches include, for example: centralized management of decentralized systems; stormwater management; sourcewater protection programs; and conjunctive use of</p>	9

		infrastructure planning and investment options.	groundwater, sourcewater, and recycled water to optimize resource use at a basin scale.
	Manages operations, infrastructure, and investments to protect, restore, and enhance the natural environment; efficiently uses water and energy resources; promotes economic vitality; and engenders overall community improvement. Explicitly considers a variety of pollution prevention, watershed, and source water protection approaches as part of an overall strategy to maintain and enhance ecological and community sustainability.	<b>Green infrastructure:</b> Includes both the built and natural/unbuilt environment. Utilities may promote source water protection and conservation "green infrastructure" approaches in support of water conservation and water quality protection objectives.	<p><b>Has the utility explored green infrastructure approaches and opportunities that are aligned with the utility's mandate, goals, and objectives and community interests (yes/no)?</b></p> <p><b>Does the utility have procedures that incorporate green infrastructure approaches and performance into new infrastructure investments (yes/no)?</b></p>
		<b>Greenhouse gas emissions:</b> This measure will help drinking and wastewater utilities to understand and reduce their individual contributions to area greenhouse gas emissions.	<p><b>Net (gross minus offsets) greenhouse gas emissions</b> in tons of carbon dioxide (CO<sub>2</sub>), nitrous oxide (N<sub>2</sub>O), methane (CH<sub>4</sub>), and, as applicable, hydrofluorocarbons (HFCs) and perfluorocarbons (PFCs).</p>
		<b>Service affordability:</b> Drinking water and wastewater service affordability centers on community members' ability to pay for water services.	<p><b>Bill affordability</b> (households for which rates may represent an unaffordable level) (percent): <math>100 \times (\text{number of households served for which average water bill is } &gt; X\% \text{ percent (often 2-2.5\%) of median household income} \div \text{total number of households served})</math>.</p> <p><b>Low-income billing assistance program coverage</b> (percent): <math>100 \times (\text{number of customers enrolled in low-income billing assistance program} \div \text{number of customers who are eligible for enrollment in low-income billing assistance program})</math>.</p>
		<b>Water supply adequacy:</b> This measure assesses short-term and long-term water supply adequacy and explores related long-term supply considerations.	<p><b>Short-term water supply adequacy:</b> Period of time for which existing supply sources are adequate.</p> <p><b>Long-term water supply adequacy:</b> Projected future annual supply relative to projected future annual demand for at least the next 50 years.</p>
		<b>Water Resource Adequacy</b>	<p><b>Supply and demand management:</b> This metric explores whether the utility has a strategy for proactive supply and demand management in the</p>
			plan (yes/no)?

	<p>short and long terms. Strategy needs will depend on community circumstances and priorities, anticipated population growth, future water supply in relation to anticipated demand, demand management and other conservation options, and other local considerations.</p>	<p><b>Does this plan track per capita water consumption and, where analytical tools are available to do so, accurately attribute per capita consumption reductions to demand reduction strategies (such as public education and rebates for water-efficient appliances) (yes/no)?</b></p> <p><b>Do demand scenarios account for changes in rates (which can change for many reasons) and conservation-oriented, demand management pricing structures (yes/no)?</b></p> <p><b>Does the utility have policies in place that address, prior to committing to new service areas, availability of adequate dry year supply (yes/no)?</b></p> <p>Alternatively, does the utility have a commitment to denying service commitments unless a reliable drought-year supply, with reasonable drought use restrictions, is available to meet the commitment (yes/no)?</p> <p><b>Does the utility identify stakeholders, conduct outreach, and actively consult with stakeholders about utility matters?</b></p> <ul style="list-style-type: none"> <li>■ Number of active contacts with stakeholders in key areas?</li> <li>■ Does the utility actively seek input from stakeholders (yes/no)?</li> <li>■ Frequency with which the utility actively consults with stakeholders?</li> <li>■ Does the utility actively consider and act upon stakeholder input (yes/no)?</li> </ul> <p><b>Overall satisfaction (percent):</b> <math>100 \times (\text{number of stakeholders who annually rate the overall job of the utility as positive} \div \text{total number of stakeholders surveyed})</math>.</p> <p><b>Responsiveness (percent):</b> <math>100 \times (\text{number of stakeholders who annually rate utility responsiveness to stakeholder needs as positive} \div \text{total number of stakeholders surveyed})</math>.</p> <p><b>Message recollection for outreach programs targeted to specific stakeholder groups (percent):</b> (a) <math>100 \times (\text{number of stakeholders who recall key messages} \div \text{total number of stakeholders surveyed})</math>; and (b) <math>100 \times (\text{number of stakeholders who}</math></p>
	<p><b>Stakeholder Understanding and Support</b></p> <p>Engenders understanding and support from oversight bodies, community and watershed interests, and regulatory bodies for service levels, rate structures, operating budgets, capital improvement programs, and risk management decisions. Actively involves stakeholders in the decisions that will affect them.</p>	<p><b>All Stakeholders to whom we are accountable:</b></p> <ul style="list-style-type: none"> <li>■ We will diligently monitor, measure, and report on our performance.</li> </ul>

	<p><b>Internal benefits from stakeholder input:</b> This measure addresses the value utility employees believe stakeholder engagement has provided to utility projects and activities. Measurement by the utility can focus on surveying utility employees running projects that have stakeholder involvement.</p> <p><b>Comparative rate rank:</b> This measure depicts how utility rates compare to similar utilities.</p>	<p>recall the message source ÷ total number of stakeholders surveyed).</p> <p><b>100 X (number of utility projects or activities where stakeholders participated and/or provided input for which utility employees believe there was value added as a result of stakeholder participation and input ÷ total number of projects where stakeholders participated and/or provided input).</b></p> <p><b>Overall value added (percent):</b> <math>100 \times (\text{number of utility employees who rated their overall sense of value added from stakeholder participation and input as (high value added, some value added, little value added, no value added)} \div \text{total number of utility employees surveyed})</math>.</p> <p>Typical monthly bill for the average household as a percentage of typical monthly bills for similar area utilities.</p>
	<p><b>Media/press coverage:</b> This measure captures media portrayal of the utility (newspaper, TV, radio, etc.) in terms of awareness, accuracy, and tone.</p>	<p><b>Amount of coverage:</b> Total number of media stories (newspaper, TV, radio, etc.) concerning the utility per year.</p> <p><b>Media coverage tone (percent):</b> <math>100 \times (\text{number of media stories concerning the utility that portray the utility in a positive way} \div \text{total number of media stories concerning the utility})</math> per year.</p> <p><b>Media coverage accuracy (percent):</b> <math>100 \times (\text{number of media stories that accurately describe the utility} \div \text{total number of media stories concerning the utility})</math> per year.</p>

# **Sewerage and Water Board of New Orleans**

## **Strategic Plan 2011-2020**

### ***Mission, Vision, and Values***

Our mission is to provide safe drinking water to everyone in New Orleans; to remove waste water for safe return to the environment; to drain away storm water; to provide water for fire protection; to provide information about products and services; and to do all of this continuously at a reasonable cost to the community.

Our vision is to have the trust and confidence of our customers for reliable and sustainable water services.

We believe in these values as the foundation for how we will perform our mission and pursue our vision:

- We will focus on our customers and stakeholders.
- We will treat each customer and employee with dignity and respect.
- We will value each employee, their work, and their commitment.
- We will be truthful, trustworthy and transparent.
- We will be knowledgeable and diligent in the performance of our duties.
- We will use financial resources prudently.
- We will be accountable for our performance.
- We will continuously improve our performance.
- We will ensure that the systems that provide our services remain viable for future generations.
- We will remain on the job and will be prepared for storms and other risks.

### ***Goals and Objectives***

We are responsible for meeting the requirements of our customers and stakeholders. We have established goals to meet these customer and stakeholder requirements and objectives to measure our performance in meeting these goals:

**Customer ratepayers** to whom we provide drinking water and wastewater services:

- We will provide drinking water and wastewater services that meet or exceed regulatory requirements.
- We will provide accurate bills.
- We will provide timely, responsive and reliable information about our services.
- We will respond promptly to requests for water services at homes and businesses.
- We will be efficient with the use of resources in providing these services.

**Citizen taxpayers and adjacent communities** to whom we provide drainage water services:

- We will provide drainage services that mitigate the risk of flooding.
- We will coordinate our efforts with the City of New Orleans and other utility service providers.
- We will be efficient with the use of resources in providing this service.

**Federal, State and Local Elected Officials** to whom we are accountable for our performance:

- We will provide accurate and comprehensive information.
- We will be responsive to requests for assistance.
- We will support community programs and initiatives.

**Employees** with whom we work to provide water services:

- We will provide a safe work environment.
- We will provide meaningful work and fair compensation.
- We will provide training and opportunities to develop and succeed.

**The Environment** that we share with each other and the natural world:

- We will return water to the environment in a condition better than we received it.
- We will create beneficial reuse for the solids that are created in our treatment processes.
- We will be considerate of the impact that our choices of fuel and materials have on the environment.

**US Environmental Protection Agency, Louisiana Department of Health and Hospitals, Louisiana Department of Environmental Quality and other government agencies** who regulate our drinking water and waste water quality:

- We will comply with the Safe Drinking Water Act, the Clean Water Act, the Modified Consent Decree, and all other water and air quality laws and regulations.

**US Army Corps of Engineers, Southeast Louisiana Flood Protection Authority East and West, Coastal Protection and Restoration Authority of Louisiana, and City of New Orleans Department of Public Works** with whom we work to construct drainage facilities:

- We will work collaboratively on the design, construction and operation of drainage facilities.

**Bondholders** to whom we owe repayment of principal with interest:

- We will comply with the covenants of our bond issues.
- We will work to maintain and improve our creditworthiness to protect the value of their investment.

**Suppliers and Economically Disadvantaged Business Enterprises** from whom we purchase services and materials:

- We will provide a fair marketplace to openly compete for opportunities to provide services and materials.
- We will pay invoices for services and materials on a timely basis.

**Future Citizens and Businesses of New Orleans** to whom we owe viable water systems:

- We will operate, maintain, rehabilitate, and replace the drinking water, sewerage, and drainage systems to deliver water services in perpetuity.

**All Stakeholders** to whom we are accountable:

- We will diligently monitor, measure, and report on our performance.

## ***Assumptions***

These are the key assumptions on issues that affect us:

### **Customer Expectations:**

- Customers expect improved efficiency and responsiveness in resolution of their concerns.
- Future improvements in detection technology for microbes and pharmaceuticals will increase customer concerns for water quality.
- The community will expect system renewal to be closely coordinated with other community projects.
- Neighbors will expect us to maintain safe and attractive facilities.

### **Drinking Water Quality:**

- Customers will expect water quality that consistently meets or exceeds regulatory requirements.
- Increasing regulatory requirements will increase operating costs and capital investments.

### **Wastewater Treatment:**

- Customers will expect waste water to be returned safely to the environment.

### **Stormwater Drainage:**

- Customers will expect seamless service between Sewerage and Water Board and City of New Orleans Department of Public Works responsibilities for providing drainage service.

### **Financial Resources:**

- Productivity enhancements and aggressive cost control will be required to reduce the impact on rate increases.
- All stakeholders will demand prudent and effective management of resources.

### **Employees:**

- Retirements of experienced employees will require succession planning and knowledge transfer.
- Improvements in internal customer satisfaction will be needed to drive improvements in external customer satisfaction.

### **Business and Environmental Influences:**

- Future revenues will be closely linked to economic growth of community.
- Consumption per household will decline due to conservation fixtures and fewer persons per household.
- Extreme weather events, sea level rise, shifting precipitation and runoff patterns, temperature changes, and resulting changes in water quality will require adaptive changes to ensure resiliency and sustainability.
- Increased security capabilities will be needed to mitigate the risk of contamination to the drinking water system.

### **Additional Expenditures:**

- Repayment of the Orleans Parish portion of the Southeastern Louisiana Flood Control Program project costs will exceed current millage revenues.
- Operation of the new permanent pump stations at Lake Pontchartrain will add significant annual expenses.
- Participation in operation and maintenance costs of the Gulf Intracoastal Waterway West Closure Complex will add significant annual expenses.

## **Strengths, Weaknesses, Opportunities, and Threats**

These are the key internal strengths upon which we will build, internal weaknesses that we will resolve, external opportunities for partnership with others that we will pursue, and external threats for which we will be prepared:

<b>Strengths</b>	<b>Weaknesses</b>	<b>Opportunities</b>	<b>Threats</b>
<ul style="list-style-type: none"><li>■ Employee commitment, knowledge, and experience</li><li>■ Abundant water supply</li><li>■ Capability to provide high quality products and services</li><li>■ Coordination with stakeholders</li><li>■ Environmental stewardship</li><li>■ Reliable backup power supply</li><li>■ Demonstrated record of success in reliable delivery of service</li><li>■ Available capacity to support community growth</li><li>■ Effective relationships with federal regulators</li></ul>	<ul style="list-style-type: none"><li>■ Unresolved damage to buried infrastructure</li><li>■ Extensive water loss</li><li>■ Deferred maintenance of infrastructure</li><li>■ Aging workforce</li><li>■ Difficulty in hiring experienced technical employees</li><li>■ Unfunded liability for pensions and other post-employment benefits, unfunded settlements from liability claims, and unfunded reimbursement requirements for system improvements in support of street paving projects</li><li>■ Information technology systems which have exceeded their design life</li><li>■ Insufficient documentation of work processes</li><li>■ Governance issues that limit financial strength</li><li>■ Collection Practices</li><li>■ Process for changes to rates and millages</li></ul>	<ul style="list-style-type: none"><li>■ FEMA funding of water and sewer system replacement</li><li>■ Improved coordination with economic development agencies</li><li>■ Improved coordination with departments of the City of New Orleans</li><li>■ Improved methods for communicating with the public</li><li>■ Customer education of financial requirements</li><li>■ Collect revenues from entities receiving free services</li><li>■ Purchase natural gas on the open market</li><li>■ Improved information to customers on leaks and repairs</li></ul>	<ul style="list-style-type: none"><li>■ Hurricanes</li><li>■ Potential for failure of levee system</li><li>■ Reduced population and jobs in the community</li><li>■ Liability claims that exceed financial capacity</li><li>■ Climate changes that impair our readiness to serve</li><li>■ Saltwater intrusion up the Mississippi River</li><li>■ Attacks against security of employees and infrastructure</li></ul>

## ***Strategies and Tactics***

These are the strategies and tactics that we will implement to fulfill our mission, reach our vision, and achieve our goals and objectives.

- I. **We will build necessary infrastructure in coordination with City of New Orleans Department of Public Works and other infrastructure providers (*Infrastructure Committee / Executive Director, General Superintendent, and Deputy General Superintendent*).**
  - A. Water System
    1. Replace water distribution system.
    2. Rehabilitate water treatment plants.
    3. Rehabilitate raw water intake stations.
    4. Replace water meters with advanced metering infrastructure city-wide.
    5. Improve water plant security.
  - B. Sewer System
    1. Replace wastewater collection system.
    2. Rehabilitate sewer pump stations.
    3. Construct improvements at East Bank Sewage Treatment Plant.
  - C. Drainage System
    1. Prepare to operate three pump stations constructed by Corps of Engineers at canals near lakefront.
    2. Participate in drainage system improvements in coordination with SELA Program.
    3. Participate in storm proofing for drainage pump stations.
    4. Determine feasibility of performing street drainage maintenance work on a fee-for-service basis.
  - D. Power System and Other Utility Facilities
    1. Rehabilitate or replace boilers, turbines, and other power system facilities.
    2. Construct secondary power for all drainage pump stations.
  - E. Regulatory Compliance
    1. Prepare for treatment of pharmaceuticals, personal care products, and other emerging contaminants.
    2. Prepare for adaptation to climate changes.
  - F. Infrastructure Planning
    1. Develop a facilities plan for 2015 to 2035.
- II. **We will rebuild our financial capabilities (*Finance Committee / Executive Director and Deputy Director*).**
  - A. Develop and update ten-year financial plan that identifies sources and uses of funds for construction, operation, and maintenance of water, sewer, and drainage systems and allocates the cost of service to customers of the water, sewer, and drainage systems.

- B. Adopt a financial management policy for financial planning, budgeting, accounting, and reporting; debt management; investment of funds; ratemaking and tax setting; and responsibilities for financial management.
  - C. Establish rates and charges to meet financial plan requirements.
  - D. Reduce expenses through process documentation, analysis and redesign and integration of new technologies.
  - E. Repay unfunded current liabilities.
  - F. Reduce quantity of free water provided.
  - G. Align resources to ensure that highest priority initiatives are funded.
  - H. Pursue program of debt management initiatives to meet bond rating agency criteria for target credit rating.
  - I. Develop new sources of funding other than water and sewer rate increases.
- III. **We will improve our customer service capabilities (*Operations Committee / Executive Director and Deputy Director*).**
- A. Reduce time between problem identification and resolution for customer complaints.
  - B. Evaluate and install improved metering and meter reading processes and technologies.
  - C. Provide online Account Management capabilities for all customers.
  - D. Provide appointment scheduling and work order tracking capabilities for customer work requests.
  - E. Provide field customer service representatives with online access to maps and other information.
  - F. Provide relationship managers for large commercial and industrial accounts and neighborhood associations.
  - G. Improve internal customer satisfaction through front-line employee participation in process improvements.
  - H. Establish additional customer service center.
  - I. Implement Service Assurance Program.
    - 1. Provide additional funding for bill payment assistance through Water Help program.
    - 2. Expand Water Help program to provide assistance with plumbing repairs.
    - 3. Pursue legislative changes to allow bill adjustments for water lost through customer leaks.
    - 4. Evaluate waiver of service charges and other fees based upon means testing for qualifying low-income elderly and disabled customers.

**IV.**

**We will enhance our business performance (*Operations Committee / Executive Director and Deputy Director*).**

- A. Develop business plans for implementation of each strategy in this strategic plan.
  - B. Establish measurements and reporting standards.
  - C. Determine organization structure to meet operating objectives and support implementation of business plans.
  - D. Develop and execute Information Technology Business Plan to improve business systems.
  - E. Develop program to identify, assess, and mitigate business risks.
  - F. Improve coordination of our efforts with other service providers, including Businesses and Economic Development Entities.
  - G. Improve collection of debts.
  - H. Improve business capabilities through process documentation, analysis and redesign and integration of new technologies.
  - I. Reform Board governance practices.
    - 1. Reduce the length of Board member terms.
    - 2. Limit the number of consecutive terms.
    - 3. Establish requisite qualifications for Board members.
    - 4. Reduce the number of Board members.
    - 5. Evaluate functions and responsibilities of Board committees.
    - 6. Revise Process for appointment of Board members.
  - J. Perform all necessary activities required by Federal Consent Decree.
  - K. Perform annual water loss audit.
  - L. Create economic opportunities consistent with City of New Orleans programs for participation by economically disadvantaged and local business enterprises.
  - M. Establish process for providing detailed written status reports and construction projects by district.
- V.**
- We will enhance the capabilities of our employees (*Executive Committee / Executive Director, General Superintendent, Deputy General Superintendent, and Deputy Director*).**
- A. Improve appraisal of performance for all employees.
  - B. Utilize best practices for safety improvement.

- C. Develop work plans for all management employees.
  - D. Develop training plans for all employees.
  - E. Review employee incentive programs for effectiveness.
  - F. Expand amount of information communicated from leadership.
  - G. Perform succession planning and knowledge transfer for all managerial positions and all positions held by DROP Program participants.
  - H. Provide opportunities for feedback from front-line employees to senior management.
  - I. Assess competitiveness of total compensation program for recruitment and retention.
  - J. Improve the quality of worklife for employees.
- VI. *We will protect the environment (Infrastructure Committee / Executive Director, General Superintendent, Deputy General Superintendent, and Deputy Director).*
- A. Construct wetlands assimilation, heat dryers, and other beneficial reuse projects.
  - B. Provide leadership in water environmental issues affecting Southeastern Louisiana.

**Sewerage and Water Board of New Orleans  
Tracking Tool for Commitments to City Council  
September 2015**

Topic	Status Key	On Target	Target Date	Status	Next Steps	Strategic Plan Reference
		<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Needs Attention
<b>I. Governance Practices</b>	A. Reduce the length of Board member terms and limiting the number of terms.		October 2013	Completed June 17, 2013. Senate Bill No. 47 reduced the term lengths from 9 to 4 years and limiting members to serving two consecutive terms.	None.	Strategy IV Tactics I.1 and I.2
	B. Establish requisite qualifications for Board members.			Completed June 17, 2013. Senate Bill No. 47 requires experience in architecture, environmental quality, finance, accounting, business administration, engineering, law, public health, urban planning, facilities management, public administration, science, construction, business management, consumer or community advocacy, or other pertinent disciplines, with two of the appointments as consumer advocates with community advocacy or consumer protection experience or experience in a related field.	None.	Strategy IV Tactic I.3
	C. Reduce the number of Board members.		October 2013	Completed June 17, 2013. Senate Bill No. 47 reduced the size of the Board from 13 to 11 members.	None.	Strategy IV Tactic I.4
	D. Review function and responsibilities of Board committees.		Not determined.	Completed August 19, 2015. Board of Directors revised Bylaws based upon recommended best practices contained in New Orleans Office of Inspector General Guide for Boards, Commissions, and Public Benefit Corporations.	None	Strategy IV Tactic I.5
	E. Appoint Board members from recommendations submitted by university presidents.		October 2013 original May 2014 revised	Completed May 22, 2014. New board members appointed.	None.	Strategy IV Tactic I.6
	F. Establish dedicated independent oversight of Sewerage and Water Board determined by the City Council.		Not determined.	Completed May 30, 2013. Staff presents to Public Works Committee of City Council as scheduled on identified questions and concerns.	None.	Strategy IV Tactic M

**Sewerage and Water Board of New Orleans  
Tracking Tool for Commitments to City Council  
September 2015**

Topic	Status Key	Commitment	Target Date	Status	Next Steps	Strategic Plan Reference
	On Target	A. Acquire and implement Advanced Metering Infrastructure. Replace existing mechanical meters with new electronic meters and an automated meter reading system that will provide more accurate readings, enhanced leak detection on customer lines, and improved account monitoring. The new meters will be installed for the residential and small commercial customer base.	December 2016	<input type="checkbox"/> Not Started	Delayed	
<b>II. Customer Service Improvements</b>		B. Open Additional Customer Service Center to provide convenient access to full service capabilities for customers without travelling to the downtown location.	December 2013 original December 2015 revised	Delayed	Delayed	Strategy III Tactic H
		C. Replace existing billing application with new software that includes online customer account management capabilities.	January 2015 original March 2016 revised	On target	Project implementation steps for setup, testing, and training underway.	Strategy III Tactic C
		D. Replace existing work order application with new software that includes online work order tracking and appointment scheduling capabilities.	December 2017	Not started.	Next steps to be determined as part of the development of an Information Technology Strategic Plan.	Strategy III Tactic D and E Strategy IV Tactic D
		E. Improve efficiency and reliability of Customer Service processes.		Ongoing	Previous Customer Service Improvement Plan completed October 31, 2014. New Customer Service Improvement Plan adopted June 17, 2015. Status updates reported to Operations Committee monthly.	Strategy III Tactic A, F, and G None
		Reduce the volume of calls by increasing perceived accuracy of bills. Ensure meter reading and billing edits are worked diligently. Improve the customer experience when questioning a bill and resolve more issues during the first call. Provide more effective appeals process.				

**Sewerage and Water Board of New Orleans  
Tracking Tool for Commitments to City Council  
September 2015**

Topic	Status Key	On Target	Target Date	Status	Next Steps	Strategic Plan Reference
		<input type="checkbox"/>		<input type="checkbox"/>	Delayed	<input type="checkbox"/>
						Needs Attention
III. Service Assurance Program	<b>Commitment</b>					
A. Provide additional funding for bill payment assistance through the Water Help program.			January 2013	Completed January 31, 2013. Funding for bill payment assistance through the Water Help program increased from \$60,000 to \$240,000. Process with Total Community Action was streamlined.	None.	Strategy III Tactic I.1
B. Expand Water Help program to provide assistance with plumbing repairs.			June 2013 original March 2014 revised	Original initiative completed March 31, 2014. Program provides up to \$250 for plumbing repairs on the customer's portion of the service line. Working with Total Community Action to streamline the program.	Develop agreed-upon streamlined methods.	Strategy III Tactic I.2
C. Pursue legislative change to allow adjustments for water lost through customer leaks.			March 2013 original August 2014 revised June 2015 revised	Underway. R.S. 33:4071(F) enacted in July 2015 authorized Sewerage and Water Board to adopt rules and procedures to adjust water bills.	Develop rules and procedures to adjust bills according to legislation.	Strategy III Tactic I.3
D. Evaluate waiver of service charges based on means testing for qualifying low-income elderly and disabled customers.			June 2013	Completed July 17, 2013. Staff recommended that the Board not adopt a waiver of these service charges based on means testing. Recommendations accepted by Board of Directors.	None.	Strategy III Tactic I.4
E. Evaluate reduction in late payment fee, disconnect fee, returned check fee, and deposits.			March 2013 original June 2013 revised	Completed July 17, 2013. Because of the significant revenue loss associated with a reduction in late payment fees and disconnect fees, staff recommended that consideration of changes to these fees be deferred until after the first full year of revenues have been received from the new rates in order to ensure that revenues from the new rates are sufficient to allow for this offsetting reduction in fees while still accomplishing other financial objectives. Revenues from the new rates have not been sufficient to allow reduction in fees.	None.	Strategy III Tactic I.4
IV. Operational Reforms	<b>Commitment</b>					
A. Improve operations through performance measures, improved framework, and follow-up reviews to reduce future rate increases.			December 2017	On target. Training program developed and underway for frontline employees. Performance measures being reviewed and developed.	Process documentation, analysis, and improvement objectives combined with cost reduction are included in several senior management goals. Document and report improvement results.	Strategy II Tactic D Strategy IV Tactics B and H Strategy IV Tactic M

**Sewerage and Water Board of New Orleans**  
**Tracking Tool for Commitments to City Council**  
**September 2015**

Topic	Status Key	On Target	Target Date	Status	Next Steps	Strategic Plan Reference
B. Reduce free water and sewer service provided to municipal accounts by fifty percent from a baseline of 2010 usage.	<input type="checkbox"/>	<input type="checkbox"/>	December 2017	On target. Quantity of free service reduced from 2010 to 2014 by 25.6%. School system billing piloted for consumption beginning July 2013. No changes to related laws were initiated for 2015 Louisiana legislative session.	Continue work with property administrators at municipal facilities to identify opportunities for reduced consumption. Coordinate with revenue-producing agencies to pursue legislative relief from burdensome requirements for free service.	Strategy II Tactic F
C. Improve coordination between Sewerage and Water Board and Department of Public Works.	<input type="checkbox"/>	<input type="checkbox"/>	Not determined.	On target. A joint team of Sewerage and Water Board engineers and Department of Public Works engineers work together in coordination of planning and construction for the FEMA Recovery Roads program.	Determine feasibility of performing street drainage maintenance work on a fee-for-service basis, subject to identification of funding requirements, establishment of a funding stream, and gaining necessary legislative authorizations.	Strategy I Tactics A.1, B.1, and C.4
D. Improve ratepayer collections.	<input type="checkbox"/>	<input type="checkbox"/>	Not determined.	Completed December 31, 2013. Plans to improve collections have recently focused on ensuring close compliance with schedules for non-payment turn-offs. The amount written off as uncollectable has reduced from 10.23% in 2010 to 1.15% in 2014.	None.	Strategy IV Tactic G
E. Develop a long-term staff succession and training program.	<input type="checkbox"/>	<input type="checkbox"/>	Not determined.	On target. A partnership between Delgado Community College, the Sewerage and Water Board of New Orleans and the JOB1 Business and Career Solutions Center has launched a worker training program aimed at increasing the pool of certified water and wastewater treatment personnel to meet the anticipated demand for workers to operate the systems. Delgado has applied to become a certification testing site.	In conjunction with the City's JOB1 program and Sewerage and Water Board, Delgado Community College will develop training to increase the pool of certified personnel to meet the needs of the capital improvement program. Knowledge management and succession planning objectives have been added to several senior management goals.	Strategy V Tactic G
F. Perform annual water audit to measure progress and critical needs.	<input type="checkbox"/>	<input type="checkbox"/>	Ongoing.	Completed September 8, 2015. Water Audits have been performed for 2008 through 2014.	None.	Strategy IV Tactic K
G. Enhance long range planning by developing a Facilities Plan for 2015-2035.	<input type="checkbox"/>	<input type="checkbox"/>	December 2014	Completed August 4, 2015. Recommendations incorporated into 2015-2024 Capital Improvement Plan.	None.	Strategy I Tactic F.1

**Sewerage and Water Board of New Orleans  
Tracking Tool for Commitments to City Council  
September 2015**

Topic	Status Key	On Target	Not Started	Delayed	Needs Attention
Commitment	Target Date	Status	Next Steps	Strategic Plan Reference	
H. Develop new sources of funding other than water and sewer rate increases.	Ongoing.	On target. New revenue stream established for handling wastewater from mobile containers, such as portable toilets and shipping containers.	Analyze opportunities for providing wholesale water service over long distances.	Strategy II Tactic I	
Repay funds owed to Department of Public Works.	December 2016	On target. Sewerage and Water Board repaid \$4,763,858.77 to Department of Public Works at year-end 2013. Amount was lower due to lower-than-forecast obligation by drainage system.	Pay remaining obligation owed to the Department of Public Works in annual installments.	Strategy II Tactic E	
V. Economic Opportunities	A. Create economic opportunities consistent with City of New Orleans programs for participation by economically disadvantaged and local business enterprises.	Not determined.	On target. For contracts with DBE participation 2014: Goods and Services \$256,644 or 22.87%, Construction \$14,367,582 or 30.38%, and Professional Services \$5,237,764 or 20.35%.	Sewerage and Water Board will continue to create economic opportunities for participation by economically disadvantaged and local business enterprises through Construction Review Committee and Staff Contract Review Committee recommendations and DBE vendor support and training.	Strategy IV Tactics F and L
VI. Capital Improvement Program	A. Water System Improvements Replacement and rehabilitation of water purification plant facilities. Replacement and rehabilitation of water pumping facilities. Replacement of water system transmission and distribution mains. \$277,000,000	December 2020	On target. 2014 Spending \$46,602,825. 2015 Capital Budget nearly fully funded. Progress on capital projects reported to Board of Directors.	Continue execution of capital improvement program.	Strategy I Tactic A.1 through A.5
VII. WaterStat Reporting and City Council Oversight	B. Replacement and rehabilitation of sewer system collection pipes required by Federal Consent Decree. \$314,000,000	December 2020	On target. 2014 Spending \$58,730,088. 2015 Capital Budget nearly fully funded. Progress on capital projects reported to Board of Directors.	Continue execution of capital improvement program.	Strategy I Tactic B.1 through B.3
	A. Establish performance measures and targets as well as reporting methodology.	March 2013	Completed March 31, 2013.	None.	Strategy IV Tactics A and B

# Sewerage and Water Board of New Orleans Tracking Tool for Commitments to City Council September 2015

Topic	Commitment	Target Date	Status	Next Steps		Strategic Plan Reference
				On Target	Delayed	
B. Implement a systematic approach to process documentation, analysis, and improvement.	June 2013	Completed April 1, 2014. Training program developed and contract for training delivery awarded. Departmental training plans developed in March 2014 and business skills training began in April 2014. Improvement initiatives identified by training participants.	None.			Strategy II Tactic D Strategy IV Tactic H
C. Perform follow-up reviews to document results and efficiencies achieved.	January 2014 original December 2014 revised	Completed September 18, 2015. Louisiana R.S. 33:491 Reports of Board issued to City Council.	Document and report improvement results.			Strategy IV Tactic B
D. Provide maps showing maintenance work completed, capital projects completed, and planned capital improvements.	January 2013 and Ongoing	Completed January 1, 2013 for printed maps. Online Tool to Track Road Construction Across New Orleans released on March 10, 2015.	None.			Strategy IV Tactic M
E. Document FEMA receipts and uses of funds.	January 2013 and Ongoing	Completed January 1, 2013. Summary of FEMA receipts and uses of funds is provided to Board committees each month.	None.			Strategy IV Tactic M
F. Initiate annual meetings with citizens of each council district to regularly report on organizational performance results.	May 2014 original December 2014 revised	Completed December 2014. Sewerage and Water Board staff regularly attend meetings in each council district upon request.	None.			Strategy IV Tactic M
G. Provided written updates to the Clerk of the City Council.	Quarterly and As Requested.	Completed May 30, 2013.	None.			Strategy IV Tactic M



**"RE-BUILDING THE CITY'S WATER SYSTEMS FOR THE 21<sup>ST</sup> CENTURY"**

# Sewerage & Water Board of NEW ORLEANS

MITCHELL J. LANDRIEU, President  
WM. RAYMOND MANNING, President Pro-Tem

625 ST. JOSEPH STREET  
NEW ORLEANS, LA 70165 • 504-529-2837 OR 52W-ATER  
[www.swbno.org](http://www.swbno.org)

September 14, 2015

The Strategy Committee met on Monday, September 14, 2015 in the 2nd Floor Board Room, 625 St. Joseph Street, New Orleans, LA. The meeting convened at 10:15 AM.

**Present:**

Marion Bracy, Chair  
Dr. Tamika Duplessis  
Robin Barnes  
Kerri Kane

**Absent:**

Kimberly Thomas

**Other Committee/Board Members Present:**

Alan Arnold  
Scott Jacobs

**ACTION ITEM:**

There were no action items.

**PRESENTATION ITEMS:**

**1. Organizing Committee Responsibilities**

Mr. Grant presented a crosswalk of changes to responsibilities of the committees of the Board of Directors. This document was prepared to support planning for the committee meetings and agendas. Staff recommended the following matters to come before the Strategy Committee:

- Strategic Plan 2011-2020
- Effective Utility Management Framework
- Facilities Plan for Water Treatment
- Enterprise Risk Management and Insurance Program
- Executive Director 2016 Work Plan
- Information Technology Strategic Plan

It was suggested this Committee will eventually meet on a quarterly basis, preferably prior to or immediately following the Mayor's weekly Executive meetings.

**INFORMATION ITEMS:**

Mr. Grant and Mr. Miller briefly reviewed the tracking tool for commitments to the City Council.

There being no further business to come before the Committee, the meeting adjourned at 10:40 AM.

Respectfully Submitted,

---

Marion Bracy  
Chairperson