

# SEWERAGE & WATER BOARD OF NEW ORLEANS BOARD OF DIRECTORS' MEETING

WEDNESDAY, JUNE 17, 2020

9:00 AM

## [JUNE BOARD OF DIRECTORS' ATTENDEE LINK](#)

PUBLIC COMMENT WILL BE ACCEPTED VIA EMAIL TO [BOARDRELATIONS@SWBNO.ORG](mailto:BOARDRELATIONS@SWBNO.ORG). ALL PUBLIC COMMENTS MUST BE RECEIVED PRIOR TO 9:30 AM ON June 17, 2020. COMMENTS WILL BE READ VERBATIM INTO THE RECORD.

*This teleconference meeting is being held pursuant to Executive Proclamation No. 75 JBE 2020, Section 2 (C).*

LaToya Cantrell, President • Tamika Duplessis, President Pro Tem • Jay H. Banks, Councilmember  
Joseph Peychaud • Robin Barnes • Ralph Johnson • Alejandra Guzman • Lynes Sloss  
• Maurice Sholas • Janet Howard

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## FINAL AGENDA

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### 1. ROLL CALL

### 2. APPROVAL OF MINUTES dated May 20, 2020

### 3. EXECUTIVE DIRECTOR'S REPORT

### 4. COMMITTEE REPORTS

- a. Finance and Administration Committee – Director Sloss, Chair
- b. Audit Committee - Director Duplessis, Chair

### 5. ACTION ITEMS

- c. R-049-2020: Proposed 2020 Bylaw Amendments
- d. R-079-2020: Infrastructure Maintenance Fund CEA

### 6. CORRESPONDING RESOLUTIONS

#### General Superintendent Resolutions

- e. Change Orders
  - Resolution (R-074-2020) Ratification of Change Order No. 10 for Contract 1368 –Oak Street Pumping Station HMGP

f. Contract Amendments

- Resolution (R-061-2020) Ratification of Contract Amendment No. 4 for Professional Services Between the Sewerage and Water Board of New Orleans and Linfield, Hunter & Junius for Design and Engineering Services for the Water Line Replacement Program
- Resolution (R-073-2020) Ratification of Contract Amendment No. 4 for Professional Services Between the Sewerage and Water Board of New Orleans and Neel Schaffer, Inc. for Design and Engineering Services for the Water Line Replacement Program

g. Final Acceptance

- Resolution (R-075-2020) Final Acceptance for 2131- Installation of New Water, Sewer and Drain Services throughout Orleans Parish

h. Other Recommendations

- Resolution (R-076-2020) Resolution Affirming Emergency Declaration at New and Old River Intakes

**Audit Committee Resolutions**

- i. R-032-2020: Internal Audit Memorandum No. 35
- j. R-033-2020: Internal Audit Charter

**7. PUBLIC COMMENT**

**Public comments received until 30 minutes after the presentation of the Agenda will be read into the record.**

**8. INFORMATION ITEMS**

- k. Preliminary Financial Results through April 1-31, 2020
- l. Human Resources Report May 1-31, 2020
- m. General Superintendent's Report
- n. FEMA May Project Worksheet Status
- o. Executive Director's Approval of Contracts of \$1,000,000.00 or Less
- p. DBE Participation on Contracts
  - Bid Recommendations
  - Construction Review Committee – Goal Setting
  - Staff Contract Review Committee – Goal Setting
  - Final Acceptance of Construction Contracts with DBE Participation

**9. ADJOURNMENT**

**CERTIFICATION TO HOLD TELECONFERENCE  
BOARD MEETING**

**WHEREAS**, there currently exists throughout the state of Louisiana and the city of New Orleans, a public health emergency due to the COVID-19 coronavirus, declared by official proclamations issued by both the Mayor of New Orleans (Proclamation 2020-02449) and the Governor of the State of Louisiana (Proclamation 25 JBE 2020); and

**WHEREAS**, this public health emergency requires most individuals to maintain personal distance from one another and forbids the gathering of more than ten (10) individuals in any one location, as declared on March 11, 2020; and

**WHEREAS**, as a result of the declarations by both the Mayor and the Governor, specifically the provisions regarding social distancing among individuals and groups no larger ten (10) persons, the Board of Directors of the Sewerage and Water Board of New Orleans (Board) is unable to meet in compliance with the quorum requirements of state law and the bylaws of the Board; and

**WHEREAS**, on April 30, 2020, by Proclamation Number Governor John Bel Edwards authorized Additional Measures for COVID-19 Public Health Emergency, pursuant to Proclamation No. 75 JBE 2020, Section 2 (C); and

**WHEREAS**, Section 2 (C) of Proclamation No. 75 JBE 2020 requires, “all state agencies, boards and commissions, and local political subdivisions of the state to provide for attendance at essential governmental meetings via teleconference or video conference and such attendance shall be allowed during pendency of this emergency. All efforts shall be made to provide for observation and input by members of the public. Before any meeting conducted pursuant to this section, the state agency, board or commission or local political subdivision shall first provide a written certification that it will otherwise be unable to operate due to quorum requirements”;

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to Governor John Bel Edwards Emergency Proclamation Number 75 JBE 2020, Section 2 (C), I hereby certify that the Board of Directors’ of the Sewerage and Water Board of New Orleans will meet by teleconference/video conference on June 17, 2020, at 9:00 a.m., to undertake the business of the SWBNO as described in the attached Agenda, that under the existing emergency conditions, the Board of Directors of the SWBNO will otherwise be unable to operate due to quorum requirements, and has taken all reasonable efforts to allow for observation and input by members of the public.

**WITNESS BY MY HAND THIS 16th DAY OF JUNE 2020.**

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GHASSAN KORBAN  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



EXECUTIVE DEPARTMENT

PROCLAMATION NUMBER 75 JBE 2020

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***RENEWAL OF STATE OF EMERGENCY FOR COVID-19  
EXTENSION OF EMERGENCY PROVISIONS***

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- WHEREAS,** pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721, *et seq.*, the Governor declared a public health emergency on in Proclamation Number 25 JBE 2020 in response to the threat posed by COVID-19;
- WHEREAS,** on March 11, 2020, in Proclamation Number 25 JBE 2020, the Governor declared that a statewide public health emergency existed in the State of Louisiana because of COVID-19 and expressly empowered the Governor's Office of Homeland Security and Emergency Preparedness and the Secretary of the Department of Health and/or the State Health Officer to take all actions authorized under state law;
- WHEREAS,** when the Governor determines that a state of public health emergency exists, La. R.S. 766(B) empowers the Governor to declare a state of public health emergency by executive order, or proclamation, or both;
- WHEREAS,** in Proclamation Number 74 JBE 2020, the Governor extended the emergency declaration for the COVID-19 emergency and ordered that Louisiana move into Phase 2 of Resilient Louisiana;
- WHEREAS,** it is necessary to renew certain other provisions of Proclamation Number 59 JBE 2020; and
- WHEREAS,** these measures are necessary to protect the health and safety of the people of Louisiana.
- NOW THEREFORE, I, JOHN BEL EDWARDS,** Governor of the State of Louisiana, by virtue of the authority vested by the Constitution and the laws of the State of Louisiana, do hereby order and direct as follows:

**SECTION 1: STATE PROCUREMENT**

- A)** Pursuant to La. R.S. 29:724(D)(1), suspensions of the Louisiana Procurement Code (La. R.S. 39:1551, *et seq.*) and Louisiana Public Bid Law (La. R.S. 38:2211, *et seq.*) and their corresponding rules and regulations are hereby continued for the purpose of the procurement of any good or services necessary to respond to this emergency.
- B)** Pursuant to La. R.S. 29:732(A), prices charged or value received for goods and services sold may not exceed the prices ordinarily charged for comparable goods and services in the same market area at or immediately before the time of the state of emergency, unless the price by the seller is attributable to fluctuations in applicable commodity markets, fluctuations in applicable regional or national market trends, or to reasonable expenses and charges and attendant business risk incurred in procuring or selling the goods or services during the state of emergency.



- C) In addition to any authority conferred generally herein or by law, the Governor's Office of Homeland Security and Emergency Preparedness, through consultation with the Secretary of the Department of Health, shall continue to have the primary jurisdiction, responsibility and authority for:
- 1) Planning and executing public health emergency assessment, mitigation, preparedness response, and recovery for the state;
  - 2) Coordinating public health emergency response between state and local authorities;
  - 3) Collaborating with relevant federal government authorities, elected officials of other states, private organizations or companies;
  - 4) Coordinating recovery operations and mitigation initiatives subsequent to public health emergencies;
  - 5) Organizing public information activities regarding public health emergency response operations; and
  - 6) Taking any other measures deemed necessary and proper, as authorized by law.
- D) For procurement and contracting, strict compliance with the Louisiana Procurement Code (La. R.S. 39:1551, *et seq.*), Telecommunications Procurement (La. R.S. 39:1751-1755), and Information Technology Procurement (La. R.S. 39:196-200), shall not be required. However, all state agencies should continue to comply with the following conditions:
- 1) An appointed official within the agency, or the equivalent for officials in higher education, must determine that the failure to strictly comply with the statutory restriction is necessary due to the emergency.
  - 2) A centralized point of contact for each agency must monitor all transactions conducted without strict statutory compliance, maintaining copies of all documentation. Documentation should specify whether the purchase falls into the "emergency" or "permanent" category and whether the purchase relates to the COVID-19 event referenced in Proclamation Number 25 JBE 2020 and all documentation must be maintained and available for audit and FEMA reimbursement purposes.
  - 3) Written competitive quotes and/or offers must be obtained whenever possible and agencies must take the necessary steps to assess that fair and equitable pricing is being offered.
  - 4) Performance-based contracting should be used where practical.
  - 5) Statewide contracts should be used where practical.
  - 6) To the maximum extent possible, such emergency contracts should be only for the duration of the emergency or to allow the agency time to comply with normal competitive bidding requirements if the goods or services will be required for an extended period of time.
  - 7) Copies of contracts which would otherwise require approval by the Office of State Procurement and the supporting documentation discussed above must be provided to the Office of State Procurement within thirty (30) days or sooner, if practical. Additionally, LaGov agencies should enter small purchases into the LaGov system as soon as practical. The Office of State Procurement shall review the contracts and documentation to determine compliance with this Executive Order.
  - 8) Payments to contractors should be made only after verification that all goods and services meet contract requirements.
  - 9) All Public Bid Openings shall be suspended. Bid openings will continue, however public openings will not occur in order to limit the potential for exposure. Bid openings will be made available via phone conference or web conference.
  - 10) All required Procurement Support Team meetings will be held via phone conference or web conference.

- E) The following provisions of the La. R.S. 39:121, *et seq.*, are hereby suspended:
- 1) The provisions of La. R.S. 39:124-125 regarding periodic meetings and/or inspections of capital outlay projects by facility planning and control, including inspection of a project prior to the expiration of the guarantee period, and any meetings and/or inspections shall be limited to only those inspections or meetings determined to be absolutely necessary for the advancement of the capital outlay project.
  - 2) The provisions of La. R.S. 39:126 regarding prior approval of change orders.

## **SECTION 2: PUBLIC EMPLOYEES AND STATE OFFICES**

- A) The following travel restrictions will continue to apply to all state employees:
- 1) All state employees traveling on state business out of the United States are hereby directed to cancel or postpone these trips; all employees traveling on official state business out of the State of Louisiana are hereby required to obtain specific authorization from the Commissioner of Administration;
  - 2) All state employees intending to travel out of the State of Louisiana for non-official reasons are hereby directed to notify their supervisor and Human Resources Director of the travel as soon as possible, but in no event later than forty-eight (48) hours prior to travel, and immediately upon return to Louisiana;
  - 3) All state employees with household members who intend to travel or have traveled internationally are hereby directed to notify their supervisor and Human Resources Director of the travel as soon as possible, but in no event later than forty-eight (48) hours prior to the household member's departure, to state the household member's expected date of return, and to notify their supervisor and Human Resources Director immediately upon the household member's actual return to the United States; and
  - 4) All state employees shall notify their supervisor and Human Resources Director if the employee or a household member develops symptoms associated with COVID-19.
- B) The Civil Service Commission and the Division of Administration are hereby directed to continue to maintain a set of guidelines for state employees who are infected with COVID-19 or under quarantine for possible exposure to COVID-19. Such guidelines shall include direction for the management of sick leave by state employees and provide for direction, if possible, for the employee to work remotely. The guidelines developed by the Civil Service Commission and the Division of Administration shall remain in effect by this order.
- C) All state agencies, boards and commissions, and local political subdivisions of the state shall continue to provide for attendance at essential governmental meetings via teleconference or video conference and such attendance shall be allowed during the pendency of this emergency. All efforts shall be made to provide for observation and input by members of the public. Before any meeting conducted pursuant to this section, the state agency, boards and commission, or local political subdivision of the state shall first provide a written certification that it will otherwise be unable to operate due to quorum requirements. Such certification shall be posted at the same time and in the same manner as the agenda for the meeting. Nothing in this order shall be interpreted to waive any notice requirements.

## **SECTION 3: EMERGENCY SUSPENSIONS**

- A) All orders allowing for visitation by the parent of a foster child that resides in a home that is quarantined or isolated due to COVID-19 remain suspended. The Department of Children and Family Services is hereby ordered to make all reasonable efforts to continue to allow for alternative visitation.

**B) SHAREHOLDER MEETINGS**

- 1) Subpart A of Part 7 of the Business Corporation Act, including without limitation, Subsection B of Section 1-701, subsection C of 1-702 and subsections A and E of Section 1-705 of the Business Corporation Act, hereby remain suspended to the extent it requires meetings of shareholders to be noticed and held at a physical location in connection with any shareholder meeting that either (a) has a record date that falls during the Public Health emergency declared by Proclamation Number 25 JBE 2020 (or as extended by this subsequent Proclamation); (b) requires notice to be provided in connection therewith during the Public Health emergency declared by Proclamation Number 25 JBE 2020 (or as extended by this subsequent Proclamation); or (c) is scheduled to occur during the Public Health emergency declared by Proclamation Number 25 JBE 2020 (or as extended by this subsequent Proclamation).
- 2) This Proclamation shall remain in full force and effect with respect to any meeting duly called and convened in accordance with the Business Corporation Act and in reliance upon Section 1 hereof, notwithstanding the lapse or termination of this Proclamation.

**C) NON-PROFIT ORGANIZATIONS**

- 1) La. R.S. 12:229(A) and La. R.S. 12:230(A) of the Louisiana Nonprofit Corporation Law, are hereby suspended to the extent it requires meetings of members to be noticed and held at a physical location in connection with any membership meeting that either (a) has a record date that falls during the Public Health emergency declared by Proclamation Number 25 JBE 2020 (or as extended by any subsequent Proclamation); (b) requires notice to be provided in connection therewith during the Public Health emergency declared by Proclamation Number 25 JBE 2020 (or as extended by any subsequent Proclamation); or (c) is scheduled to occur during the Public Health emergency declared by Proclamation Number 25 JBE 2020 (or as extended by any subsequent Proclamation).
- 2) This Proclamation shall remain in full force and effect with respect to any meeting duly called and convened in accordance with the Louisiana Nonprofit Corporation Law and in reliance upon Section 1 hereof, notwithstanding the lapse or termination of this Proclamation.

**D) To reduce the burden on members of the public and to limit the interactions of individuals with state employees in governmental offices, the following regulatory statutes are hereby suspended as follows:**

- 1) Department of Public Safety
  - a) The deadlines for the period to request an administrative hearing pursuant to La. R.S. 15:542.1.3(B)(4) which expired on or after March 9, 2020 but before May 15, 2020 remains suspended and extended until June 26, 2020.
  - b) Further, with regard to Concealed Handgun Permits, the rules related to expiration of permits at LAC 55:1.1307(D) and LAC 55:1.1309(F) shall continue to be suspended until June 26, 2020.
  - c) The requirement for the renewal of a motor vehicle inspection certificate required under La. R.S. 32:1304 is suspended until June 26, 2020.
  - d) The late fee assessed for firework retail permit applications filed after April 1, 2020, as set forth in La. R.S. 51:656(B), is hereby suspended under December 31, 2020.
  - e) The late fees assessed for failure to timely renew life safety and property protection licenses, as set forth in La. R.S. 40:1664.9(F) and (G), are temporarily suspended through June 26, 2020.

- f) The late fees assessed, as set forth in La. R.S. 40:1484.18(F) and (G), for failure to timely renew licenses issued pursuant to La R.S. 40:1484.1, *et seq.*, shall be waived through December 31, 2020.

2) Office of Motor Vehicles

- a) Late fees for driver's license which would be charged beginning on March 9, 2020 through June 5, 2020, remain suspended until July 31, 2020.
- b) The three-day period mandated in La. R.S. 32:863.1 to appear at an Office of Motor Vehicle field office for a notice of violation served on or after March 9, 2020 but before May 15, 2020, remains suspended until June 26, 2020.
- c) The expiration date of temporary registration plates issued pursuant to La. R.S. 47:519 and La. R.S. 47:519.2 which expired on or after March 9, 2020 but before June 5, 2020 remains suspended until June 30, 2020.
- d) The expiration date of license plates issued pursuant to La. R.S. 47:462, *et seq.*, which expired on or after March 9, 2020 but before June 5, 2020 remains suspended until July 31, 2020.
- e) The notice of default issued pursuant to La. R.S. 32:429.4 that would be issued on or after March 9, 2020 but before June 5, 2020 remains suspended, and the notices will not be issued until after June 30, 2020.
- f) The expiration date of an apportioned registration issued under the International Registration Plan which expires June 5, 2020 remains suspended and the expiration date remains extended to June 30, 2020.
- g) The period to request an administrative hearing submitted to the Department pursuant to La. R.S. 32:667, La. R.S. 32:863, La. R.S. 863.1 and LAC Title 55, Part III, Chapter 1, §159 which expired on or after March 9, 2020 but before June 5, 2020 remains suspended and extended until June 30, 2020.
- h) The sixty-day delay for the Department to submit the administrative hearing record to the Division of Administrative Law pursuant to La. R.S. 32:667(D)(1) for an arrest which occurred on or after March 9, 2020 but before June 5, 2020 remains extended until August 8, 2020.
- i) Office of Motor Vehicles may continue to offer services by remote customer services agent interaction in current Office of Motor Vehicles office locations.
- j) The expiration date of driver's licenses which expire on or after March 9, 2020, but on or before June 5, 2020, is suspended and the expiration date is extended to July 31, 2020.
- k) The expiration of a temporary driver's license issued pursuant La R.S. 32:667(A) which were issued on or after March 9, 2020 through June 5, 2020 is suspended until July 5, 2020.
- l) Any suspension for which the official notice of withdrawal was issued on or after Feb 17, 2020, but before June 5, 2020, shall remain pending until July 31, 2020.
- m) The expiration date of a hang tag issued pursuant to La. R.S. 47:463.4, *et seq.*, which expired on or after March 9, 2020, but before June 5, 2020, is suspended until July 31, 2020.
- n) For purchasers of used vehicles, purchased from a private individual on or after February 4, 2020 but before June 5, 2020, the 60-day grace period provided for in La. R.S. 32:707(H) for citations for failure to have a current registration and license plate is extended until June 30, 2020.
- o) La. R.S. 32:402.1(F)(2) is hereby suspended through June 15, 2020, to allow for alternative methods of instruction for persons under the age of 18 in the form of remote or distance learning to



be determined by and at the direction of the Office of Motor Vehicles until July 31, 2020.

- p) La. R.S. 32:431.1(B), which provides that no minor may be issued a driver's license or learner's permit for the operation of a motor vehicle unless, at the time of application, documentation is presented to the department that the minor has received a high school diploma or equivalent diploma, is enrolled and attending school, or enrolled and attending a high school equivalency program, is suspended.
- q) Penalties and interest due on state and local sales and use taxes collected by the Office of Motor Vehicles which began on or after March 9, 2020 are suspended and are waived until July 1, 2020.
- r) The expiration of identification cards issued pursuant to La. R.S. 40:1321 which expired on or after March 9, 2020 but before June 5, 2020 is suspended and the expiration date is extended to July 31, 2020.

E) There shall remain in effect an exemption from the federal rules and regulations that limit the hours operators of commercial vehicles may drive, specifically, Part 395 (drivers' hours of service) of Title 49 of the Code of Federal Regulations, and any additional appropriate response regarding additional expenditures due to this declaration as determined by the Secretary of the Department of Transportation and Development, or by the Louisiana State Police or local law enforcement agencies for public safety issues in order to ensure the uninterrupted supply of essential goods and commodities.

F) Nothing herein shall be construed as an exemption from the Commercial Driver's License requirements in 49 CFR 383, the financial requirements in 49 CFR 387, or applicable federal size and weight limitations.

G) The following specific provisions of the Louisiana Revised Statutes of 1950 related to the imposition of fees or charges related to transactions with the Department of Health, or their authorized agent, as qualified by this Order, are hereby suspended for transactions by individuals when, as determined by any guidelines or directions issued by the Secretary, the request is a result of the emergency conditions:

- 1) La. R.S. 40:40(2), to the extent that it requires payment of a fee for production of a duplicate birth record.
- 2) La. R.S. 40:40(3), to the extent that it requires payment of a fee for production of a duplicate death certificate.

H) LEGAL AND ADMINISTRATIVE DEADLINES

- 1) Deadlines set forth by law within the following (excluding liberative prescription and peremptive periods applicable to legal proceedings in all courts, administrative agencies, and boards) are hereby suspended until Monday, June 15, 2020:
  - a) Louisiana Civil Code;
  - b) Louisiana Code of Civil Procedure;
  - c) Louisiana Code of Criminal Procedure;
  - d) Louisiana Children's Code;
  - e) Title 9 of Louisiana Revised Statutes, Civil Code Ancillaries;
  - f) Title 13 of Louisiana Revised Statutes, Courts and Judicial Procedure;
  - g) Title 14 of Louisiana Revised Statutes, Criminal Law;
  - h) Title 15 of Louisiana Revised Statutes, Criminal Procedure;
  - i) Title 23 of Louisiana Revised Statutes, Labor and Worker's Compensation;
  - j) Title 32 of Louisiana Revised Statutes, Motor Vehicles and Traffic Regulations;



- k) Title 40 of Louisiana Revised Statutes, Public Health and Safety;
  - l) Title 46 of Louisiana Revised Statutes, Public Welfare and Assistance;
  - m) Title 47 of Louisiana Revised Statutes, Revenue and Taxation;
  - n) Title 49 of Louisiana Revised Statutes, State Administration; and
  - o) Title 56 of Louisiana Revised Statutes, Wildlife and Fisheries.
- 2) In addition, all other deadlines in legal proceedings in all courts, administrative agencies, and boards shall remain suspended until Monday, June 15th.
  - 3) The suspension of deadlines in Title 18 from order Proclamation Number 59 JBE 2020 is terminated.
  - 4) Liberative prescriptive and preemptive periods applicable to legal proceedings in all courts, administrative agencies, and boards are suspended through July 5, 2020.
  - 5) Courts, administrative agencies and boards statewide shall continue to use due diligence in communicating with attorneys, parties to proceedings with pending deadlines, and the public how the court, agency or board will implement and interpret the provisions of this Order.
  - 6) Paragraph 2 of this Subsection shall not be interpreted so as to prohibit an owner of immovable property from reclaiming leased property if abandoned as provided by law, or entering leased property to make necessary repairs as provided by law.
- I) Any state department or agency or political subdivision is hereby granted authority to further extend any non-essential deadline for a period of no longer than 30 days if deemed necessary to respond to the threat of COVID-19.

#### **SECTION 4: DEPARTMENT OF EDUCATION**

- A) All public schools in the State of Louisiana shall close facilities to students for the duration of the 2019-2020 academic calendar year. All school districts shall ensure the provision of meals or other essential items to eligible students, provided that appropriate social distancing measures are in place for each school district in the state. All school districts shall provide or ensure the provision of remote or distance learning as defined by the Board of Elementary and Secondary Education and the Department of Education. The 63,720 instructional minute requirement per year shall remain suspended to the extent that full compliance cannot be achieved in light of the COVID-19 pandemic. All school districts shall ensure compliance with all applicable federal and state laws, regulations and standards for the provision of education to all students, including the provision of a free and appropriate public education for all children with disabilities and the provision of services for English Learners (ELs). To ensure compliance with federal statutes and regulations, school districts are encouraged to view guidance from the U.S. Department of Education regarding compliance in response to COVID-19. The Board of Elementary and Secondary Education shall report to the Governor and the Legislature any further actions necessary to ensure that eligible students achieve successful student grading, promotion, and graduation. The Department of Education shall ensure compliance with all applicable federal and state laws, regulations, and standards in its function as the state education agency of Louisiana, including the monitoring of school districts in their provision of a free and appropriate public education to students with disabilities, and the collection and public reporting of student data.
- B) The provisions of La. R.S. 17:24.4 and BESE Bulletin 741 that mandate annual administration of testing under the Louisiana Education Assessment Program and End of Course examinations hereby remain suspended for the entirety of the 2019-2020 school year contingent upon receipt of a waiver of the accountability mandates in the Every Student Succeeds Act from the United States Department of Education.

- C) The provisions of La. R.S. 17:4023 and La. R.S. 47:6301(B)(2)(ii) that require nonpublic schools to administer testing under the Louisiana Education Assessment Program and End of Course examinations to students participating in the Louisiana Student Scholarships for Educational Excellence program and to students receiving scholarships from donations to school tuition organizations hereby remain suspended for the entirety of the 2019-2020 school year upon receipt of a waiver of the accountability mandates in the Every Student Succeeds Act from the United States Department of Education.
- D) The provisions of La. R.S. 17:10.1 that provide for the School and District Accountability System and any rules or regulations adopted by the Board of Elementary and Secondary Education pertaining to the School and District Accountability System hereby remain suspended for the 2019-2020 school year upon receipt of a waiver of the accountability mandates in the Every Student Succeeds Act from the United States Department of Education.
- E) The provisions of La. R.S. 17:391.2, *et seq.*, that provide for public school accountability and assessment hereby remain suspended for the entirety of the 2019-2020 school year upon receipt of a waiver of the accountability mandates in the Every Student Succeeds Act from the United States Department of Education.
- F) The provisions of La. R.S. 17:154.3 that require teachers to work a minimum number of days per school year hereby remain suspended for the entirety of the 2019-2020 school year.
- G) The provisions of La. R.S. 17:221 that mandate every person having control or charge of a child to send that child to a public or nonpublic school hereby remain suspended for the entirety of the 2019-2020 school year.
- H) The provisions of La. R.S. 17:232 that require attendance to be checked daily at all schools hereby remain waived for the entirety of the 2019-2020 school year.
- I) The provisions of La. R.S. 17:3881, *et seq.*, La. R.S. 17:3901, *et seq.*, and La. R.S. 17:3997(D) that provide for the use of value-added data in teacher evaluation and as criteria for receipt of teaching credentials hereby remain suspended for the entirety of the 2019-2020 school year upon receipt of a waiver of the accountability mandates in the Every Student Succeeds Act from the United States Department of Education.
- J) The provisions of La. R.S. 17:3991(C)(1)(b) that require charter schools to adhere to certain student application and enrollment procedures hereby remain suspended for the entirety of the 2019-2020 school year.
- K) The provisions of 17:183.2(B) and (C) that require students graduating in Spring 2020 to complete the Individualized Education Program (IEP) goals and requirements for the purposes of graduation remain suspended for the entirety of the 2019-2020 school year.
- L) The provisions of 17:183.3(D) and (E) that require students graduating in Spring 2020 to complete the IEP goals and requirements for the purposes of graduation remain suspended for the entirety of the 2019-2020 school year.
- M) The provisions of 17:183.3(B)(2)(f) remain suspended to allow eligible twelfth grade students to graduate in Spring 2020 with less than 9 credit units if the students were enrolled in a course within the Jump Start sequence in Spring 2020.
- N) The Board of Elementary and Secondary Education shall maintain emergency rules as necessary to effect the suspension of the statutes described in the sections above.

## **SECTION 5: HIGHER EDUCATION**

- A) All Public Post-secondary institutions and proprietary schools within the State of Louisiana that are licensed by the Louisiana Board of Regents shall continue to be allowed to substitute in-person clinical and classroom instruction with online and lab simulations for enrolled students for the duration of the declared emergency.

Further, all proprietary schools within the State of Louisiana that are licensed by the Louisiana Board of Regents shall continue to be allowed to substitute in-person clinical and classroom instruction with online and lab simulations for currently enrolled students as of March 1, 2020.

- B) Relative to the initial eligibility requirements for a Taylor Opportunity Program for Students Award, for students who were enrolled in a Louisiana public high school; students who were enrolled in a nonpublic high school in Louisiana having the approval of the State Board of Elementary and Secondary Education; students who resided in the State of Louisiana and were enrolled in a home study program approved by the State Board of Elementary and Secondary Education; and students who resided out of state during the 2020 academic year but who meet the residency requirements to qualify for a TOPS award provided for in La. R.S. 17:5023, the following requirements shall be suspended:

- 1) The ACT deadlines imposed by La. R.S. 17:5062, including the requirement that a student be assessed a one semester penalty as set forth in La. R.S. 17:5062 for failure to achieve a qualifying score no later than the national ACT test date of the year of high school graduation.
- 2) The home study requirements set forth in La. R.S. 17:5029(B)(1)(b)(i).
- 3) The TOPS Tech core curriculum requirement that a student earn at least nine credits in Jump Start course sequences, workplace experiences, and credentials as set forth in La. R.S. 17:5026 when such requirement has been suspended for the purpose of meeting high school graduation requirements.

- C) Relative to continuing eligibility requirements for a Taylor Opportunity Program for Students Award, for students who were enrolled full time as of the census date in a postsecondary institution in Louisiana and remained enrolled as of March 13, 2020; students who were enrolled full time at an out of state college or university as of the census date and remained enrolled through March 13, 2020; students who were enrolled full time as of the census date and who were studying abroad and were required to return to Louisiana due to the outbreak of COVID-19 in the country in which the students were studying; and students who were scheduled to be enrolled full time at a school operating on a basis other than semesters during the spring of 2020; the following requirements shall be suspended:

- 1) The steady academic progress requirements imposed by La. R.S. 17:5041 or La. R.S. 17:5042.
- 2) The minimum grade point average requirements imposed by La. R.S. 17:5041 or La. R.S. 17:5042.
- 3) The deadlines imposed by La. R.S. 17:5041 or La. R.S. 17:5042 requiring that a student whose award is suspended for failure to meet the grade point average requirements must bring his grade point average up to that required in the applicable statute within a specified time period.

## **SECTION 6: HEALTH CARE REGULATIONS**

- A) Louisiana state licensure laws, rules, and regulations for medical professionals and personnel hereby remain suspended for those medical professionals and personnel from other states or other countries offering medical services in Louisiana to those needing medical services as a result of this disaster provided that said out-of-state or out-of-country medical professionals and personnel possess a current medical license in good standing in their respective state or

country of licensure and that they practice in good faith and within the reasonable scope of his or her skills, training, or ability.

- B) All out-of-state or out-of-country medical professionals and personnel offering services in the State of Louisiana by authority of this Order shall continue to submit to the State Health Officer, or his designee at the Office of Public Health within the Louisiana Department of Health, a copy of their respective professional license and photo identification, together with any other forms or documents the State Health Officer may require, by contacting the Office of Public Health.
- C) Because of the threat posed to health care workers from COVID-19 and the need to allocate resources to respond to this disaster, there is a need to continue to allow for additional telehealth opportunities. To facilitate the provision of telehealth services where available and appropriate, the following guidelines remain in place:
  - 1) The requirement of La. R.S. 40:1223.4 that each state agency or professional or occupational licensing board or commission that regulates the practice of a healthcare provider promulgate any rules necessary to provide for, promote, and regulate the use of telehealth in the delivery of healthcare services within the scope of practice regulated by the licensing entity hereby remains suspended during the term of this emergency declaration.
  - 2) All licensing boards are encouraged to maintain emergency rules, if necessary, so that it will not be considered unethical nor a violation of any licensing standards of the healthcare provider, solely as a result of the provision of such care via telehealth.
  - 3) The practice of the healthcare provider administered via telehealth must be within the scope of the provider's license, skill, training and experience. The services provided to the patient must meet the standard of care that would be provided if the patient were treated on an in-person basis.
  - 4) Prescribing of any controlled substances via telehealth must be medically appropriate, well-documented and continue to conform to rules applicable to the prescription of such medications.
- D) The ambulance staffing requirements set forth in La. R.S. 40:1135.1(A)(2)(a) hereby remain temporarily suspended as to ambulance drivers, provided that such driver possesses a driver's license valid in the State of Louisiana and meets the criminal background check requirements of La. R.S. 40:1203.1, *et seq.*

Except as expressly suspended herein, all other requirements of La. R.S. 40:1135.1 shall remain in place, including the requirement that an ambulance be staffed with a minimum of two persons, one of whom shall be a licensed emergency medical technician.

- E) The licensing and certification requirements for Louisiana Clinical Laboratory Personnel set forth in La. R.S. 37:1318, including any requirements for criminal background checks, be temporarily suspended for those laboratory personnel conducting COVID-19 testing who demonstrate molecular biology polymerase chain reaction (PCR) experience and/or for those who demonstrate serological experience in testing clinical samples, when such testing and related activities are performed under the oversight and responsibility of a licensed physician or doctor of philosophy (Ph.D.) with demonstrated experience in the related laboratory activities who ensures the quality of results.
- F) The requirement for supervision of physician assistants pursuant to La. R.S. 37:1360.28 is temporarily suspended, however a physician assistant shall practice within his/her scope of practice, subject to his/her education, knowledge, skills, and ability.



- G)** The Louisiana Board of Dentistry is granted the authority to issue licenses based upon a 2020 graduation from any CODA accredited program for those who apply and complete their applications in 2020.
- H)** The licensing and certification requirements for the Louisiana State Board of Chiropractic Examiners set forth in La. R.S. 37:2805(C), which states that the Board shall notify each applicant of acceptance or rejection of application not less than 30 days prior to the National Board of Chiropractic Examiners examination, are temporarily suspended.
- I)** The collaborative practice agreement requirements of the Louisiana State Board of Medical Examiners and the Louisiana State Board of Nursing for advanced practice registered nurses, including certified nurse midwives, certified registered anesthetists, clinical nurse specialists, and nurse practitioners, are suspended for this public health emergency.
- J)** The requirements that a certified registered nurse anesthetist provide anesthesia care under the direction and supervision of a physician or dentist licensed to practice in Louisiana as set forth in La. R.S. 37:930(A)(3) and (F) are temporarily suspended, provided that the certified registered nurse anesthetist is within his/her scope of practice and has the education, knowledge, skills, and ability to provide such anesthesia care and ancillary services without supervision or direction.
- K)** The penalties set forth for practicing nursing without a duly issued registered nurse license in the state of Louisiana set forth in La. R.S. 37:925(A)(3) and (4) are temporarily suspended, so long as the individual has an active, unrestricted, unencumbered license to practice registered nursing in any U.S. state, territory, or district, and the individual has no charges pending against his/her license and the individual is not enrolled in an alternative to discipline program.
- L)** Relative to the authority of a registered nurse to administer anesthetic agents in certain settings in La. R.S. 37:935, the Louisiana State Board of Nursing shall provide by emergency rule that, for the purpose of providing care during the COVID-19 pandemic, "critical care settings" shall include all healthcare settings in which anesthetic agents have to be administered to intubated patients.
- M)** The penalties set forth for practicing practical nursing without a duly issued license in the state of Louisiana set forth in La. R.S. 37:978(A)(3) and (4) are temporarily suspended, so long as the individual is licensed to practice practical nursing in any U.S. state, territory or district.
- N)** The requirements for the State Board of Social Work Examiners to issue a social worker certificate set forth in La. R.S. 37:2724(B), specifically the requirement that Certified Social Workers pass an examination within a specific time frame, are temporarily suspended.
- O)** The requirement that all licensed home health agencies admit patients for skilled care only on the order of a physician set forth in La. R.S. 40:2116.34(A)(1) is temporarily suspended to permit physician assistants, advanced practice registered nurses, certified nurse practitioners, clinical nurse specialists, and certified nurse midwives to order home health services.
- P)** The requirement that the clinical dental licensing examination include procedures performed on human subjects as set forth in La. R.S. 37:761(C) is hereby temporarily suspended, for those 2020 graduates of any CODA accredited dental school who have applied and otherwise completed their licensing applications with the Louisiana State Board of Dentistry in 2020.
- Q)** The requirement that all clinical dental hygiene licensing examinations include procedures performed on human subjects as set forth in La. R.S. 37:764(D), is hereby temporarily suspended, for those 2020 graduates of the LSU dental hygiene program, as well as for any other 2020 graduates of any other dental



hygiene program in Louisiana that is accredited by the Commission on Dental Accreditation (“CODA”), who have applied and otherwise completed their licensing applications with the Louisiana State Board of Dentistry in 2020.

- R) The requirement that an out-of-state registered nurse or an out-of-state advanced practice registered nurse (including an out-of-state certified nurse midwife, a certified registered nurse anesthetist, a clinical nurse specialist, and a nurse practitioner) obtain a license to practice registered nursing or advanced practice registered nursing in Louisiana as set forth in La. R.S. 37:920, is temporarily suspended provided that such person has an active, unencumbered, unrestricted license to practice registered nursing or advanced practice registered nursing from any U.S. state, territory, or district, which has been confirmed through the NURSYS System.
- S) An individual physician who holds a full, unlimited and unrestricted license to practice medicine in another U.S. state, territory, or district and who has unrestricted hospital credentials and privileges in any U.S. state, territory, or district, may practice medicine at a hospital that is licensed by the Louisiana Department of Health upon the following terms and conditions being met:
- 1) The licensed Louisiana hospital shall verify all physicians’ credentials and privileges;
  - 2) The licensed Louisiana hospital shall keep a list of all physicians coming to practice at the hospital and shall provide this list to the Louisiana State Board of Medical Examiners within ten (10) days of each physician starting practice at the licensed Louisiana hospital; and
  - 3) The licensed Louisiana hospital shall also provide written notice to the Louisiana State Board of Medical Examiners as of the date that the physician stopped practicing medicine in Louisiana at that hospital; such written notification shall be made within ten (10) days of the physician’s cessation of practice of medicine at that Louisiana hospital.
- T) An individual physician’s assistant who holds a full, unlimited and unrestricted license to practice in another U.S. state, territory, or district and who has unrestricted hospital credentials and privileges in any U.S. state, territory, or district, may practice at a hospital that is licensed by the Louisiana Department of Health upon the following terms and conditions being met:
- 1) The licensed Louisiana hospital shall verify all physician’s assistants’ credentials and privileges;
  - 2) The licensed Louisiana hospital shall keep a list of all physician’s assistants coming to practice at the hospital and shall provide this list to the Louisiana State Board of Medical Examiners within ten (10) days of each physician assistant starting practice at the licensed Louisiana hospital; and
  - 3) The licensed Louisiana hospital shall also provide written notice to the Louisiana State Board of Medical Examiners as of the date that the physician assistant stopped practicing in Louisiana at that hospital; such written notification shall be made within ten (10) days of the physician’s assistant’s cessation of practice at that Louisiana hospital.
- U) An individual respiratory therapist who holds a full, unlimited and unrestricted license to practice in another U.S. state, territory, or district and who has unrestricted hospital credentials in any U.S. state, territory, or district, may practice at a hospital that is licensed by the Louisiana Department of Health upon the following terms and conditions being met:
- 1) The licensed Louisiana hospital shall verify all respiratory therapists’ credentials and shall issue a scope of hospital practice for each respiratory therapist;
  - 2) The licensed Louisiana hospital shall keep a list of all respiratory therapists coming to practice at the hospital and shall provide this list to

- the Louisiana State Board of Medical Examiners within ten (10) days of each respiratory therapist starting practice at the licensed Louisiana hospital; and
- 3) The licensed Louisiana hospital shall also provide written notice to the Louisiana State Board of Medical Examiners as of the date that the respiratory therapist stopped practicing in Louisiana at that hospital; such written notification shall be made within ten (10) days of the respiratory therapist's cessation of practice of medicine at that Louisiana hospital.
- V) An individual advanced practice registered nurse (including a certified nurse midwife, a certified registered nurse anesthetist, a clinical nurse specialist, and a nurse practitioner) who holds an active, unencumbered, and unrestricted license to practice advanced practice registered nursing in another U.S. state, territory, or district as confirmed through the NURSYS System, and who has unrestricted hospital credentials and privileges in any U.S. state, territory, or district, may practice nursing at a hospital that is licensed by the Louisiana Department of Health upon the following terms and conditions being met:
- 1) The licensed Louisiana hospital shall verify all the advanced practice registered nurses' credentials and privileges;
  - 2) The licensed Louisiana hospital shall keep a list of all advanced practice registered nurses coming to practice at the hospital and shall provide this list to the Louisiana State Board of Nursing within ten (10) days of each advanced practice registered nurse starting practice at the licensed Louisiana hospital; and
  - 3) The licensed Louisiana hospital shall also provide written notice to the Louisiana State Board of Nursing as of the date that the advanced practice registered nurse stopped practicing nursing in Louisiana at that hospital; such written notification shall be made within ten (10) days of the advanced practice registered nurse's cessation of practice of nursing at that Louisiana hospital.
- W) The requirement that there be a quorum of a healthcare professional licensing board or authority for decision-making as set forth in La. R.S. 42:13 and the respective board statutes, is temporarily suspended to allow the Executive Director of that healthcare professional licensing board to temporarily suspend, waive, or amend a board rule or regulation that would prohibit, limit, or interfere with the licensing of healthcare professionals that are necessary to address the declared public health emergency.
- X) No healthcare professional licensing board shall issue an adverse action or penalty against an individual applicant or licensee under the jurisdiction of that board for the failure of that applicant or licensee for failure to comply with a procedural licensing requirement during the declared public health emergency, provided that the individual applicant or licensee made a good faith attempt to comply with the procedural requirements of the licensing board.

## **SECTION 7: PROVISIONS FOR FIRST RESPONDERS**

### **A) FIRST-RESPONDER RULEMAKING**

- 1) In an effort to preserve the health and safety of the first responders, specifically the firefighters and police officers subject to the Municipal Fire and Police Civil Service System, all local Municipal Fire and Police Civil Service Boards are to maintain emergency rules providing for special COVID-19 leave rules.
- 2) In order to quickly achieve these rule adoptions, the 30-day notice requirements for rule adoptions found in R.S. 33:2478 and R.S. 33:2538 hereby remain suspended during the pendency of the declaration of public health emergency.

- 3) Municipal Fire and Police Civil Service Boards shall post notice of the proposed emergency rule with the 24-hour public meeting notice provided in R.S. 42:19.
- 4) Due to the Stay at Home Order in place statewide, all Municipal Fire and Police Civil Service Boards shall conduct meetings by teleconference or video conference.

**B) LAW ENFORCEMENT REHIRING**

- 1) The limitation on receipt of full retirement benefits by rehired retirees assigned to road patrol or corrections function only, under La. R.S. 11:2175(E) shall remain suspended for the duration of this emergency. Any sheriff may rehire on a full-time basis any otherwise qualified retirees to road patrol or corrections functions only, without loss or suspension of retirement benefits to those rehired deputies, for the duration of the emergency.
- 2) The Boards of Trustees of the Louisiana Sheriffs Pension and Relief Fund shall not be required to suspend benefits to retirees rehired as full-time employees covered by this proclamation.

**SECTION 8: FUNERAL SERVICES**

- A) Indoor funeral services shall be limited to the same number of attendees as required by Proclamation Number 74 JBE 2020. Outdoor services may be held pursuant to the May 1 guidance from the State Fire Marshal for outdoor religious services. Funeral directors are directed to limit the number of personnel present at any such service to only one single funeral director and to ensure the enforcement of the CDC's social distancing guidelines during the conduct of the funeral.
- B) In order to facilitate the timely handling and interment or cremation of deceased in this State, funeral directors shall be considered "essential workers" for the purposes of obtaining access to personal protective equipment ("PPEs") and for the purposes of conducting the necessary business of death care in the State.
- C) The Department of Health is hereby directed to publish guidance that funerals for COVID-19 positive decedents be conducted, as recommended by the CDC, within five days, if practical.
- D) In order to facilitate the timely cremation of remains pursuant to the express wishes of the deceased or of those authorized to direct disposition under La. R.S. 8:655 (whichever is applicable under the law), the signatures and notarization required for cremation authorizations under La. R.S. 37:876-877 are hereby waived inasmuch as they can be replaced by faxed, scanned, or photographed signatures on the requisite paperwork and video conferencing without the need for a notary. In no event shall this waiver be interpreted as an authorization to proceed with cremation in the absence of the signatures of those required by La. R.S. 37:876-877 or against the express wishes of those individuals identified by La. R.S. 8:655.
- E) To the extent necessary and as permitted by the orders of the Louisiana Supreme Court issued on March 16, 2020, and March 20, 2020, the district courts of this State shall consider petitions brought pursuant to La. R.S. 8:655(E) by funeral directors, hospitals, or coroners during the term of this proclamation as essential proceedings necessary to respond to the COVID-19 event.
- F) In no event shall this proclamation be interpreted to waive any other provisions of Title 8 or Chapter 10 of Title 37 of the Louisiana Revised Statutes that are not expressly identified herein.

## **SECTION 9: UNEMPLOYMENT COMPENSATION**

- A)** For the purpose of this proclamation, "emergency-related claims" shall mean claims for unemployment compensation filed by persons whose unemployment is directly due to the impact of COVID-19 or due to their inability to get to their job or worksite because they are sick, isolated or quarantined, caring for a sick family member, or when an employees' child's school is closed as determined by the administrator of the state's unemployment compensation program, i.e., the Secretary of the Louisiana Workforce Commission. Emergency-related claims will not necessarily include all claims in all parishes included in COVID-19 proclamations, declarations or orders.
- B)** The following statutes relating to unemployment insurance are hereby further suspended to the extent and in the manner described below:
- 1) La. R.S. 23:1533, which provides for claimants' benefits to be charged against base period employers for purposes of employers' tax experience rating and the protesting of such charges by employers, shall be suspended for emergency-related claims made during the effective period of this Proclamation.
  - 2) La. R.S. 23:1552, which provides for the charging of claimants' benefits to certain employers, shall be suspended for emergency-related claims made during the effective period of this Proclamation.
  - 3) La. R.S. 23:1600(2) and (3) shall be suspended while this Proclamation is in effect for emergency-related claims to the extent that they require claimants to register and search for work, but the requirements in La. R.S. 23:1600(2) that claimants continue to report at an employment office in the manner prescribed by the administrator, and in La. R.S. 23:1600(3) that claimants be able to work and be available for work, are not waived. The requirement to continue to report at an employment office, which is accomplished through either an automated telephone system or the Internet, is not impractical and avoids overpayments, which claimants would be liable to repay. Such activities are not practical by an individual who is impacted by COVID-19.
  - 4) La. R.S. 23:1600(4) shall be suspended while this Proclamation is in effect for emergency-related claims to the extent that claimants are required to wait a period of one week before receiving benefits.
  - 5) La. R.S. 23:1601(1) and (2), which provide certain disqualifications for otherwise eligible claimants. Such disqualifications include reasons for separation from employment, including a substantial change in employment by the employer or intentional misconduct connected with employment by the claimant. Separations that are the direct result of the impact caused by COVID-19 are not the fault of either the employer or the claimant. Administration of these separation issues with regard to such claims places an unnecessary burden on the state's unemployment system. Otherwise eligible claimants shall not be disqualified based on R.S. 23:1601(1) or (2).
  - 6) La. R.S. 23:1123, which authorizes the Assistant Secretary in a Workers' Compensation case to schedule a medical examination when there is a dispute as to the capacity to work shall be suspended during the effective period of this Proclamation. Any examination scheduled pursuant to this provision prior to the effective date of the Proclamation shall be null and void and shall be rescheduled with notice reissued to the party in accordance with existing statutory requirements.



- 7) La. R.S. 23:1124, which suspends an employee's right to Workers' Compensation benefits for failure to timely submit to a medical examination shall be suspended during the effective period of this Proclamation.
  - 8) La. R.S. 23:1201.1 relative to the right to request a hearing for the suspension or termination of benefits for failure to attend a medical appointment shall be suspended during the effective period of this Proclamation.
  - 9)
- C) Pursuant to 29 CFR Part 826.30, the following employees of the State of Louisiana are excluded from receiving paid sick leave under "The Emergency Paid Sick Leave Act" or expanded family and medical leave under "The Emergency Family and Medical Leave Expansion Act". For purposes herein, the state employees excluded from these provisions include:
- 1) Healthcare providers, defined as any employee of the State of Louisiana employed at a hospital, veterans' home, health care center, clinic, local health department or agency, or any facility that performs laboratory or medical testing, as well as those employees who work in such facilities whose work is necessary to maintain the operation of the facility; and
  - 2) Emergency responders, defined as any employee of the State of Louisiana necessary for the provision of transport, care, healthcare, comfort and nutrition of such patients, or others needed for the response to COVID-19. This includes, but is not limited to military or national guard personnel, law enforcement officers, correctional institution personnel, fire fighters, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics and emergency management personnel, as well as those employees who work in such facilities whose work is necessary to maintain the operation of the facility.

**SECTION 10:** The Governor's Office of Homeland Security and Emergency Preparedness and the State Fire Marshal are directed to ensure compliance with this order, and is empowered to exercise all authorities pursuant to La. R.S. 29:721, *et seq.*, and La. R.S. 29:760, *et seq.*

**SECTION 11:** All departments, commissions, boards, agencies and officers of the state, or any political subdivision thereof, are authorized and directed to cooperate in actions the state may take in response to the effects of this event.

**SECTION 12:** Unless otherwise provided in this order, these provisions are effective from Friday, June 5, 2020 to June 26, 2020, or as extended by any subsequent Proclamation, unless terminated sooner.



IN WITNESS WHEREOF, I have set my hand officially and caused to be affixed the Great Seal of Louisiana in the City of Baton Rouge, on this 4<sup>th</sup> day of June, 2020.

GOVERNOR OF LOUISIANA



# BOARD OF DIRECTORS' MEETING

May 20, 2020

MEETING MINUTES

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

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## **ROLL CALL**

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The Board of Directors for the Sewerage and Water Board of New Orleans (SWBNO) met on Wednesday May 20, 2020 at 9:00 AM in the Board Room at 625 St. Joseph Street. Special Counsel, Ms. Yolanda Grinstead, called the roll and confirmed the following members were present: Hon. Latoya Cantrell, Director Dr. Tamika Duplessis, Director Joseph Peychaud, Director Lynes Sloss, Director Ralph Johnson, Director Alejandra Guzman, Director Robin Barnes, Director Maurice Sholas, Director Janet Howard and Councilmember Jay H. Banks.

The following member(s) were absent:

Staff present were: Mr. Ghassan Korban, Executive Director; Mr. Robert Turner, General Superintendent; Ms. Yvette Downs, Chief Financial Officer; Ms. Christy Harowski, Chief of Staff; Mr. Richard Rainey, Chief Communications Officer; Ms. Yolanda Grinstead, Special Counsel; Mr. Darryl Harrison, Deputy Special Counsel; Mr. Dexter Joseph, Budget Department; Mr. Robert Jackson, Customer Service; Ms. Patti Wallace, Purchasing; Ms. Irma Plummer, EDBP; Mr. Jason Higginbotham, Emergency Management, SWBNO; Ms. Tanyell Allen, Board Relations.

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## **APPROVAL OF PREVIOUS MINUTES**

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Prior to beginning the meeting, Mayor Latoya Cantrell gave her opening remarks. Mayor Cantrell stated as of May 19, 2020, there are 6,809 positive COVID-19 cases, 494 deaths and over the last four days, there have been 0 deaths in the city of New Orleans. The city continues to be that focal point in the United States of America as being a hotspot of being very active and consistent in delivering mandates that people follow. As a result, it has shown and demonstrated a sharp flattening of the curve that has allowed our community to begin the reopening process in a very phased approach, slow and steady.

The city re-opened Saturday May 16, 2020 as of 6:00 a.m. Mayor Cantrell mention they have over 2,162 businesses that has signed up as mediated abide the city proclamation. They are responsible to signed up with the Fire Marshall to ensure proper protocol and procedure are not only followed but they have proper guidelines necessary. Mayor Cantrell also stated hurricane season is approaching and the city is prepared. Turbine 5 has put the City of New Orleans in an unstable situation leading into this hurricane season but we continue to work with the state and federal partners to develop a contingency plan.

Mayor Cantrell presented a motion to accept the minutes of the April 22, 2020, Board Meeting. Director Dr. Tamika Duplessis moved for approval of the minutes. Director Alejandra Guzman seconded. The motion carried.

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### **REPORT OF THE EXECUTIVE DIRECTOR**

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Executive Director Ghassan Korban presented a slide overview that focused on the following topics:

- Executive Director Korban started his report thanking Mayor Cantrell for her strong and decisive leadership throughout this pandemic, not only the leadership provided to the Sewerage and Water Board but to the community. He recognized this week is the national public works week and the week of May 3, 2020 was drinking water week. More than ever communities across the country are recognizing the importance of the essential services utilities like ours are providing to they communities. Mr. Korban recognizes all the men and woman at SWBNO for the phenomenal work they have done despite being hit by the COVID-19. Sewerage and Water Board have selected a very solid interim Chief Financial Officer, Mack Underwood. He will be joining the agency next week starting Monday. Mr. Underwood have 32 years of experience in the utility business. He served as the manager and CFO over Birmingham Water Works. Mr. Korban explains they are excited to have him apart of the team and look forward to him turning the ship around more than they have.
  
- Executive Director Korban stated SWBNO received six proposals with AMI project and have selected all of them to be interviewed. He informed the Board they are establishing dates and hope to have a decision on who the project manager will be by the end of the month. They are continuing to work on CAFR and the billing process and estimations. the meter reading has been hit hard due to the COVID-19.

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### **COMMITTEE REPORTS**

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#### Finance and Administration Committee Report

Director Lynes Sloss reported on the summary and actions taken by the Finance and Administration Committee. The Finance and Administration Committee Report for the month of May was presented and recommended for approval.

Mayor Cantrell asked for a motion to adopt the Finance and Administration reports as amended. Director Joseph Psychaud move to adopt Finance minutes as proposed. Director Ralph Johnson seconded. The motion carried.

## CORRESPONDING RESOLUTIONS

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**The following resolutions were discussed at the May 13, 2020 Finance and Administration Committee Meeting:**

- Resolution (R-055-2020) Recommendation for Award of Contract 8164 – Furnishing Skilled and Unskilled Labor maintenance
- Resolution (R-056-2020) Ratification of Change Order No. 4 for Contract 30102 – DPS 17/Station D Structural Repairs
- Resolution (R-058-2020) Ratification of Change Order No. 3 for Contract 3799 – Installation of Sludge Dryer at the East Bank Wastewater Treatment Plant
- Resolution (R-067-2020) Ratification of Change Order No. 9 for Contract 1368 – Hazard Mitigation Grant Program – Oak Street Pumping Station
- Resolution (R-057-2020) Ratification of Contract Amendment No. 3 for Professional Services Between the Sewerage and Water Board of New Orleans and Arcadis U.S Inc. for Design and Engineering Services for the Water Line Replacement Program
- Resolution (R-060-2020) Ratification of Contract Amendment No. 4 for Professional Services Between the Sewerage and Water Board of New Orleans and ECM Consultants, Inc. for Design and Engineering Services for the Water Line Replacement Program
- Resolution (R-063-2020) Ratification of Contract Amendment No. 4 for Professional Services Between the Sewerage and Water Board of New Orleans and Rahman and Associates, Inc. for Design and Engineering Services for the Water Line Replacement Program
- Resolution (R-064-2020) Ratification of Contract Amendment No. 5 for Professional Services Between the Sewerage and Water Board of New Orleans and Stantec Consulting Services, Inc. for Design and Engineering Services for the Water Line Replacement Program
- Resolution (R-065-2020) Ratification of Contract Amendment No. 4 for Professional Services Between the Sewerage and Water Board of New Orleans and Trigon Associates, LLC. for Design and Engineering Services for the Water Line Replacement Program

Mayor Cantrell presented a motion to accept the Corresponding Resolutions in globo. Director Ralph Johnson moved to accept the Corresponding Resolutions in Globo. Director Dr. Tamika Duplessis seconded. The motion carried.

Mayor Cantrell asked for a motion to enter Executive Session. Director Lynes Sloss moved and was seconded by Director Dr. Tamika Duplessis. The motion carried.

Mayor Cantrell asked for a motion to leave Executive Session. Director Lynes Sloss moved and was seconded by Director Alejandra Guzman. The motion carried.

Mayor Cantrell presented a motion to approve Special Counsel Recommendation. Councilmember Jay H. Banks moved to accept. Director Lynes Sloss seconded. The motion carried.

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### **PUBLIC COMMENTS**

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No Public Comments

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### **INFORMATION ITEMS**

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The following items were submitted for informational purposes only:

- Preliminary Financial Results through March 1- 31, 2020
- Human Resources Report April 1-30, 2020
- Report of the General Superintendent
- FEMA April Project Worksheet Status
- Executive Director's Approval of Contracts of \$1,000,000.00 or Less
- DBE Participation on Contracts

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### **ADJOURNMENT**

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There being no further business to come before the Board, the meeting adjourned at approximately 10:06 AM.



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

# **Sewerage & Water Board OF NEW ORLEANS**

LATOYA CANTRELL, PRESIDENT

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

June 10, 2020

The Finance and Administration Committee met on Wednesday, June 10, 2020, via the virtual Microsoft Teams program. The meeting convened at approximately 9:00 A.M.

## **1. ROLL CALL**

### **Present:**

Director Lynes Sloss  
Director Janet Howard  
Director Ralph Johnson  
Director Joseph Peychaud  
Director Alejandra Guzman  
Director Tameka Duplessis

### **Absent:**

Executive Director, Ghassan Korban gave his opening remarks. Mr. Korban shared that SWBNO will be looking to Ms. Lisa Daniels from PFM to play a bigger role in managing the agency's finances and accounting affairs, while he pursues a full time CFO. Mr. Korban and staff have an outside funding source through GNOF that will help support the national search for a CFO. He thanked the Chair, Director Sloss, publicly for bringing in partnership to help fill this position.

Mr. Korban also stated that he would provide an update on the CAFR at the audit committee meeting. Finance staff is expecting to complete the CAFR this month and will inform the Board if an extension is needed.

There were six respondents to SWBNO's AMI proposal. SWBNO has selected one winner and will next enter the contract negotiation phase. Finally, Mr. Korban mentioned the heavy rain and reminded everyone that a storm does not have to have a name to cause street flooding. If SWBNO has any issues dealing with the rain, it will be reported.



Special Counsel Yolanda Grinstead indicated, at Director Sloss's request, that an Executive Directors Report will be added to the agenda moving forward.

## 2. Cash Flow Overview

Financial Advisor Lisa Daniels presented update on cash flow during COVID-19. Ms. Daniels presented a spreadsheet with updates since the last meeting. As expected, the revenues were trending higher than 2019 since a 10% rate increase was implemented in January 2020. May revenues decreased by 10% from February, pre-Covid. Operating expenses are forecasted to be 3.97% greater than 2019 operating expenses. However, that number may be low based on outstanding 2019 obligations.

Management continues to identify opportunities to reduce expenditures to mitigate revenue depression due to COVID-19. Water and sewer revenues are slightly below the year to date budget by 1%. The total operating expenditures are also below budget by 51%. These estimated assumptions are a model of estimations, they will continue to update this model as the data changes. Executive Director Korban briefly discussed when shutoffs will resume due to COVID-19 and staffing to handle the demand once it occurs.

## 3. ACTION ITEMS

### General Superintendent's Report

#### a. Change Orders

- Resolution (R-074-2020) Ratification of Change Order No. 10 for Contract 1368 –Oak Street Pumping Station HMGP
  - o **Director Joseph Peychaud moved to accept R-074-2020. Director Ralph Johnson seconded. The motion carried.**

### Contract Amendments

- Resolution (R-061-2020) Ratification of Contract Amendment No. 4 for Professional Services Between the Sewerage and Water Board of New Orleans and Linfield, Hunter & Junius for Design and Engineering Services for the Water Line Replacement Program
- Resolution (R-073-2020) Ratification of Contract Amendment No. 4 for Professional Services Between the Sewerage and Water Board of New Orleans and Neel Schaffer, Inc. for Design and Engineering Services for the Water Line Replacement Program
  - o **Director Ralph Johnson moved to accept Contract Amendments. Director Alejandra Guzman seconded. The motion carried.**

### **Final Acceptance**

- Resolution (R-075-2020) Final Acceptance for 2131- Installation of New Water, Sewer and Drain Services throughout Orleans Parish
  - o **Director Janet Howard moved to accept R-075-2020. Director Joseph Peychaud seconded. The motion carried.**

### **Other Recommendation**

- Resolution (R-076-2020) Resolution Affirming Emergency Declaration at New and Old River Intakes
  - o **Director Ralph Johnson moved to accept R-076-2020. Director Joseph Peychaud seconded. The motion carried.**

#### 4. **INFORMATION ITEMS** –

The information items were received.

#### 5. **PUBLIC COMMENT** –

#### 6. **ADJOURNMENT**

There being no further business to come before the Finance and Administration Committee Meeting. The meeting adjourned at approximately 9:50 AM.

Respectfully submitted,

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Lynes Sloss, Chair



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

# **EMPLOYEES' RETIREMENT SYSTEM OF THE Sewerage & Water Board OF NEW ORLEANS**

*LaToya Cantrell, President*

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

June 10, 2020

The Audit Committee met on Wednesday, June 10, 2020 via the virtual Microsoft Teams program. The meeting convened at approximately 10:05 A.M.

## **Present:**

Director Tamika Duplessis  
Director Joseph Peychaud  
Director Alejandra Guzman  
Director Maurice Sholas  
Director Robin Barnes

## **Other Board Members Present:**

none

## **Absent:**

none

Also, in attendance: Executive Director Ghassan Korban, Special Counsel Yolanda Grinstead; Ms. Lynn Evans, of PFM; Mrs. Rosita Thomas of Sewerage and Water Board; Mr. Andrew Nash of Sewerage and Water Board; Mrs. Chante Bivens of Sewerage and Water Board; Ms. Tanyell Allen of Sewerage and Water Board

## **DISCUSSION ITEMS**

### **CAFR Update**

- Rosita Thomas and Lynn Evans (PFM) provided CAFR Update
- In light of the pandemic and storm preparation, all internal audit data request has been submitted. Presently, accounting staff is primarily responding to follow-up inquiries from auditors.
- External auditors are concluding test on internal controls and account balances while focusing on doubtful accounts and subsequent events, particularly COVID-19.
- Rosita Thomas of the Accounting Department and Chante Bivens of the Internal Audit Department have been the point of contacts, providing updates and prioritizing additional auditor request. Weekly internal staff meetings are held to ensure staff are focusing on opened items.

- Dr. Duplessis asks for clarity on how audit testing is doing in leu of upcoming audit deadline. Mrs. Evans responded, “testing is going fairly well”. She adds, one last batch of testing items were received on Tuesday, June 9, 2020. Should have better update during next week’s Board Meeting.
- Executive Director Korban ensures Madam Chairwoman, in the event an extension request will be pursued, SWBNO will make Dr. Duplessis and the Finance Committee aware first.

### **PRESENTATION ITEM**

- Internal Performance Audit: SWBNO Workers’ Compensation
  - o Discovery from the Worker’s Compensation Audit revealed a few weaknesses; missing required forms and the second injury fund.
  - o SWBNO pays into the Louisiana Second Injury Fund, this is an insurance provided to SWBNO for employees who hurt or injury any preexisting injuries. This fund should assist SWBNO will covered medical bills.
  - o Management agreed with all audit findings, including maintaining proper documentation and properly utilizing the Louisiana Second Injury Fund.
  - o Special Counsel Grinstead added, to her knowledge, former Risk Manager Felicia Lovince had worked to bring SWBNO up to compliance with fund requirement.
  - o Motion to approve by Director Barnes, seconded by Director Sholas. No abstentions, motion carried.
- Andrew Nash presented audit to give committee an overview of what to expect in the future from the Internal Audit Department.
- The audit committee’s duties going forward as reports are presented will be to adjudicate discrepancies between audit department and auditee management, as necessary.
- Dr. Duplessis noted major findings, any recommendations, and items of significance from follow-up reporting shall be presented to audit committee.
- Timeframe between audit and follow-up report completion is typically 6 to 12 months.

### **ACTION ITEMS**

Votes on “Action Items” were delayed due to needing all public comments to be submitted by the 10:30a deadline. Madam Chairwoman suggested a motion to move to agenda item IV. Motioned by Director Sholas, seconded by Director Guzman. No abstentions, motion carried.

- R-032-2020: Approval of Updated Internal Audit Memorandum NO. 35
  - o Updates include changes which places department within alignment with industry best practices.
  - o Department will report daily to Executive Management but functionally to the Audit Committee to resolve any conflict.
  - o Motion to adopt R-032-2020 moved by Director Sholas; seconded by Director Guzman. No abstentions, motion carried.
- R-033-2020: Approval of Updated Internal Audit Charter
  - o Charter acknowledge the Audit Committee will govern and determine scope and structure of Internal Audit. The committee will determine what areas will be audited to avoid any conflict of interest.
  - o Motion to adopt R-033-2020 moved by Director Barnes; seconded by Director Sholas. No abstentions, motion carried.

### **INFORMATION ITEMS**

The information items were received.

Special Counsel Grinstead noted New Orleans OIG issued an amendment to the report on the administrative hearing process (issued Friday, June 5) which will be emailed to all Audit Committee.

**PUBLIC COMMENT** – None

### **ADJOURNMENT:**

There being no further business to come before the Audit Committee, Director Sholas made a motion to adjourn. Director Barnes seconded. The motion carried. The meeting adjourned at approximately 10:32 A.M.

Respectfully submitted,

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Dr. Tamika Duplessis, Chairwoman

**AMENDING BY-LAWS**

**WHEREAS**, at the Regular Meeting of the Governance Committee, on September 10, 2019, the By-Laws of the Sewerage and Water Board of New Orleans, last amended August 19, 2015, were thoroughly reviewed; and

**WHEREAS**, at the Regular Meeting of the Governance Committee, on December 10, 2019, amendments to the By-Laws of the Sewerage and Water Board of New Orleans were considered and drafted; and

**WHEREAS**, at the Regular Meeting of the Governance Committee, on March 10, 2020, the Committee passed a motion to recommend adoption of the following amendments of the By-Laws to the Board of Directors:

- Article I Section 1
- Article I Section 2
- Article I Section 3
- Article I Section 4
- Article II Section 1
- Article III Section 1
- Article IV Section 1
- Article IV Section 2
- Article V Section 1
- Article V Section 2
- Article V Section 4
- Article V Section 5
- Article V Section 6
- Article V Section 7
- Article V Section 8
- Article VI Section 1
- Article VI Section 2
- Article VI Section 3
- Article VI Section 4
- Article VI Section 5
- Article VI Section 6
- Article VI Section 7
- Article VI Section 8
- Article VI Section 9
- Article VI Section 10
- Article VI Section 12
- Article VI Section 14
- Article VI Section 15
- Article VII Section 1
- Article X Section 1
- Article XI Section 1; and

**WHEREAS**, the Executive Director of the Sewerage and Water Board of New Orleans, in compliance with Article X of said By-Laws, served notice of these amendments to the aforementioned Articles upon every member of the Board more than one (1) week prior to the meeting of May 20, 2020; and

**WHEREAS**, at the Regular Monthly Meeting of the Sewerage and Water Board of New Orleans, on May 20, 2020, in compliance with Article X of the By-Laws of the Sewerage and Water Board of New Orleans, amendments to the aforementioned Articles were presented to the Board of Directors for their consideration; and

**WHEREAS**, at the Regular Monthly Meeting of the Sewerage and Water Board of New Orleans, on June 17, 2020 in compliance with Article X of the By-Laws of the Sewerage and Water Board of New Orleans, said By-Laws are hereby amended as follows:



To amend the existing By-Laws, effective June 17, 2020, through the aforementioned Articles, which shall read as follows:

## **ARTICLE I**

**Section 1 is hereby amended as follows:**

### **Section 1:**

Regular meetings of the Board of Directors (“Board” or “SWBNO”) shall be held on the third Wednesday of each month in the SWBNO Board Room.

In the event a regular meeting of the Board cannot be held on the third Wednesday of the month due to a legal holiday or other circumstances, or will not be held in the SWBNO Board Room, the President of the Board or President Pro Tempore shall have the power to designate another day for the meeting either in the same week, in the week prior to, or in the week succeeding the week of the third Wednesday of that month and/or another location.

The time and location of the meetings shall be promulgated by the Executive Director's Office at least 24 hours in advance.

**Section 2 is hereby amended as follows:**

### **Section 2:**

The President of the Board may call a special meeting at any time upon written request signed four (4) members of the Board.

Written notice stating the agenda, time, and place of any Board meeting shall be served by the Executive Director on each member and promulgated at least 24 hours in advance.

**Section 3 is hereby amended as follows:**

### **Section 3:**

No subject shall be considered at any special meeting, except those promulgated on the agenda. However, upon approval of 2/3 of the members present, a matter not on the agenda may be taken up.

**Section 4 is hereby amended as follows:**

### **Section 4:**

Six members shall constitute a quorum for the transaction of business at all Board meetings. Eight members shall constitute a quorum for the transaction of any business by the

Board of Trustees of the Employee's Retirement System of the Sewerage and Water Board of New Orleans.

## **ARTICLE II**

**Section 1 is hereby amended as follows:**

### **Section 1:**

Officers of the Board shall be the President and the President Pro Tempore. The Mayor of the City of New Orleans is the Ex-Officio President of the Board ("The President" or "The President of the Board"). The President Pro Tempore shall be elected by a majority of the members of the Board.

## **ARTICLE III**

**Section 1 is hereby amended as follows:**

### **Section 1:**

Voting shall be by voice vote, except if otherwise noted herein, a majority of all members present to prevail. Appropriations shall be by roll call vote. On voice votes, the name of each voting "nay" shall be required in the minutes upon his/her request. Roll Call votes shall be required for budget approval.

## **ARTICLE IV**

**Section 1 is hereby amended as follows:**

### **Section 1:**

The President of the Board. In addition to such duties as may be established by the Board, the President shall have the following duties:

Appointments. The President shall appoint members of the Board as set forth in R.S. 33:4071. The President shall also appoint all members of all committees of the Board.

Meetings. The President shall preside at all meetings of the Board and has the right to vote at any meeting of the Board or any of the Board's committees.

Administrative Matters. The President shall have authority to open all documents addressed to the Board, and to sign all contracts, checks, warrants and other documents or papers in the name of the Board, and as directed by it. The President may also be authorized other duties as established by the Board.

**Section 2 is hereby amended as follows:**

**Section 2:**

The President Pro Tempore shall assume all the duties of the President in the President's absence, or at the President's direction, and any other duties and privileges as may be established by the Board. The President Pro Tempore has the right to vote at any meeting of the Board or any of the Board's committees. When both the President and President Pro Tempore are in attendance at any committee or Board meeting and the President is presiding, the President Pro Tempore shall have the same right to vote as any other member of such committee or the Board in each such meeting. The President Pro Tempore shall serve for a term of two (2) years. The Board shall have the option to re-elect the same President Pro Tempore for another two (2) year term should the Board so desire, it being the intention of this section that the above-referenced terms shall constitute a full, complete, and consecutive term. Should any President Pro Tempore be removed, as such through causes beyond his or her control, and thereafter returns to the Board and is reinstated to the position of President Pro Tempore, s/he shall be entitled to serve, if elected by the Board, two (2) full and consecutive two (2) year terms as set forth above.

**ARTICLE V**

**Section 1 is hereby amended as follows:**

**Section 1:**

The Board shall elect an Executive Director whose salary shall be fixed by the Board. The Executive Director shall hold office at the pleasure of the Board. The election or removal of the Executive Director, and the amount of his/her salary, shall be determined by a majority vote of the entire Board at one of its regular monthly meetings. The duties of the Executive Director shall be fixed by the Board. The Executive Director is responsible for the daily operations of the organization. The Sewerage and Water Board employees' indemnity bond is considered as satisfying the statutory requirement for the Executive Director's indemnity bond.

**Section 2 is hereby amended as follows:**

**Section 2:**

The Executive Director shall be present at all meetings of the Board and its Committees. The Executive Director shall cause the keep of full and accurate written records of the proceedings at all such meetings.

**Section 4 is hereby amended as follows:**

**Section 4:**

All motions and resolutions passed by the Board shall be recorded by the Executive Director in a book or books to be kept for that purpose. The Executive Director shall attend to the publication of motions and resolutions and other notices as required.

**Section 5 is hereby amended as follows:**

**Section 5:**

The Executive Director shall keep all the accounts of the Board, relating to the receipt and disbursement of funds. The Executive Director shall keep an inventory of all property acquired or disposed of by the Board and is required to make written report at each regular meeting of all transactions named in this section.

The Executive Director shall submit a written annual report for the Board to present to the City Council in accordance with R.S. 33:4091. The report shall be prepared in a timely fashion so that it may be submitted to the City Council on or prior to the first day of May of each year.

At least one day in advance of its regular monthly meeting or of any committee meetings, the Executive Director shall deliver to each member of the Board or Committee the meeting notice, agenda, and copies of all reports being presented to the Board or Committee.

**Section 6 is hereby amended as follows:**

**Section 6:**

The Executive Director shall also perform such other duties germane to such office, as may be required of him by direction of the Board.

**Section 7 is hereby amended as follows:**

**Section 7:**

Neither the Executive Director, nor any unclassified employee shall engage in any other occupation or employment that would interfere or conflict with their SWBNO duties. The unclassified employees shall not engage in any other occupation or employment unless certified by the Executive Director as not interfering or in conflict with their SWBNO duties.

The Executive Director shall receive such certification from the President Pro Tempore before engaging in any other occupation or employment as described above.

**Section 8 is hereby amended as follows:**

**Section 8:**

The Executive Director, if absent, may name a designee to carry out his duties as prescribed by these By-Laws, as well as any other duties that are assigned by the Executive Director or by the Board.

**ARTICLE VI**

**Section 1 is hereby amended as follows:**

**Section 1:**

There shall be five (5) standing committees, named as follows: Audit Committee, Finance and Administration Committee, Operations Committee, Governance Committee, and Strategic Planning Committee.

In addition, a Pension Committee is established in accordance with the "Rules and Regulations of the Employees Retirement System of the Sewerage and Water Board of New Orleans."

A Plumbing Conference Committee is established in accordance with the Plumbing Code of the City of New Orleans.

Other Ad Hoc Committees may be established by the Board or the President of the Board.

All committees shall meet at least biannually, if not more often as provided in these By-Laws.

**Section 2 is hereby amended as follows:**

**Section 2:**

The President of the Board shall appoint each Chairperson and all members of the committees, named in Article VI, Section 1. The President may appoint each Vice Chairperson of the five (5) standing Committees. The composition of the committees may be re-examined periodically and new appointments may be made so that all members of the Board may participate in all phases of SWBNO's administration.

Each committee shall consist of five (5) members of the Board. Each Board member must be assigned to serve on at least one (1) committee.

Three (3) members of any standing committee shall constitute a quorum.

**Section 3 is hereby amended as follows:**

**Section 3:**

The Audit Committee shall monitor compliance with federal, state, and local laws and regulations and have charge of the affairs of the Board relating to the internal control and risk management framework.

The following matters are illustrative of those brought before the Audit Committee for consideration: review of all contracts awarded by the Executive Director; regulatory compliance; internal controls assessment; internal and external audit reports compliance; and recommendations from external consultants.

The Audit Committee shall meet at a minimum quarterly and as needed.



**Section 4 is hereby amended as follows:**

**Section 4:**

The Finance and Administration Committee shall monitor operational performance and align financial resources to achieve the objectives of the Board.

The following matters are illustrative of those brought before the Finance and Administration Committee for consideration: organizational performance metrics; operating and capital budgets; and financial reporting.

The Finance and Administration Committee shall meet monthly unless otherwise designated by the Chairperson of the Finance and Administration Committee.

**Section 5 is hereby amended as follows:**

**Section 5:**

The Governance Committee shall make recommendations regarding the management of the business of the Board of Directors.

The following matters are illustrative of those brought before the Governance Committee for consideration: perform orientation and training of new Board members; conduct evaluation and improvement of Board performance; oversee Board compliance with requirements for written financial disclosure statements; consideration of Bylaw changes; and policy level oversight of the Board's legislative and governmental relations agenda setting and activities.

The Governance Committee shall meet at a minimum biannually and as needed.

**Section 6 is hereby amended as follows:**

**Section 6:**

The Strategic Planning Committee shall make recommendations regarding the affairs of the Board and the organization relating to short-term and long-term planning for the capabilities of the Board.

The following matters are illustrative of those brought before the Strategic Planning Committee for consideration: strategic planning; facilities planning; personnel planning; financial planning; and information technology planning.

The Strategic Planning Committee shall meet at a minimum biannually and as needed.

**Section 7 is hereby amended as follows:**

**Section 7:**

The Operations Committee shall make recommendations regarding the affairs of the Board relating to the Board's systems of sewerage, water, and drainage; the Board's Economically Disadvantaged Business Enterprise Program ("EDBE"); and the Board's customer relations policies and procedures.

The following matters are illustrative of those brought before the Operations Committee for consideration: a review of EDBE policies and procedures; customer billing and collections; meter reading; meter installation and removal, customer service; work order management; power and technology upgrades; and organizational performance metrics.

The Operations Committee shall meet at a minimum quarterly and as needed.

**Section 8 is hereby amended as follows:**

**Section 8:**

The Pension Committee is established by Section (3) of the "Rules and Regulations of the Employee Retirement System of the Sewerage and Water Board of New Orleans." This Committee consists of the Chairperson – President Pro Tempore; four (4) members appointed by the President of the Board, at least one of which shall be a member of the Finance Committee; three (3) employee members, elected by the employees of SWBNO; and one (1) retiree representative, elected by SWBNO retirees. Five (5) members shall constitute a quorum.

The committee shall make recommendations of matters relating to the management of the Employee Retirement System, including establishment of the rules and regulations and management of the pension fund.

The Pension Committee shall meet at a minimum quarterly and as needed.

**Section 9 is hereby amended as follows:**

**Section 9:**

- A. The Board of Trustees, as defined in the Rules and Regulations of the Employees' Retirement System of the Sewerage and Water Board of New Orleans, shall have full and final authority to make all decisions concerning the investment of assets of said retirement system, to include recommendations of the Pension Committee made to the Board, and which involve the exercise of the Trustees' Investment Authority, as set forth in Section 8.6 of the Rules and Regulations of the Retirement System. These matters shall include, but not limited to, the following:
  - a. Selection, hiring, and termination of various investment managers, custodial banks and financial consulting firms.
  - b. The establishment of an Investment Policy, Asset Allocation, Policy and Rebalancing Policy.

- c. Deciding what portion of the Retirement System assets a particular investment manager shall invest.
  - d. Evaluating the performance of a particular investment manager, including placing that investment manager on probation.
  - e. Receipt and review of actuarial reports and annual investment reports prepared by the investment consultant.
- B. Because the Pension Committee will be called upon to review matters which the Board of Trustees of the Employees' Retirement System will be required to approve in order to be effective:
- a. The Pension Committee, in making its written report to the Board of Directors of the Sewerage and Water Board of New Orleans, shall designate three (3) types of agendas for consideration by the Board of Directors. These three (3) agendas shall consist of consent items, non-consent items and items to be considered by the full Board of Trustees.
  - b. At the time that the Pension Committee report is received by the Board of Directors, and such report has on its agenda 'Board of Trustees Items,' the four (4) employee-elected Trustees, if present, shall be invited by the chairperson to join the Board of Directors' Trustees in considering the specific items of that agenda. A roll call shall be made by the Secretary to establish a quorum of the Board of Trustees, which quorum shall be no less than eight(8) Trustees. At this time, it is recognized that this is an official meeting of the Board of Trustees of the Employees' Retirement System of the Sewerage and Water Board of New Orleans and all Trustees present shall have the right to make motions, enter into discussions, vote and otherwise fully participate in the matters at hand. Each Trustee shall have one vote. All actions of the Trustees shall be by voice vote, unless a roll call is requested and a majority of all Trustees present shall prevail.

Upon conclusion of the specific items of the Board of Trustees agenda, to include that specified on the agenda of the Pension Committee, the chairman shall call for a motion to end the Board of Trustees meeting. Upon such affirmative vote to end, the employee-elected Trustees shall withdraw and the Board of Directors shall continue its regular business.

**Section 10 is hereby amended as follows:**

**Section 10:**

The Plumbing Conference Committee is established by the Plumbing Code of the City of New Orleans. Matters relating to the Plumbing Code shall be brought before the Plumbing Committee for consideration. This committee consists of: the General Superintendent, the Supervisor of SWBNO Plumbing Department; and seven (7) members, appointed by the President of the Board as follows:

- four (4) members of the Board of Directors of SWBNO;
- one (1) licensed master plumber; one licensed journeyman plumber;
- and one (1) member of any allied plumbing or engineering trade or profession.

Except for the first two above, all shall be appointed to two (2) year terms by the President of the Board.

Five members constitute a quorum.

The Plumbing Conference Committee shall meet at a minimum of biannually and as needed.

**Section 11 is hereby amended as follows:**

**Section 11:**

Any of the committees may meet upon regular call of the Chairperson and shall meet upon ruling to that effect by the Board.

**Section 12 is hereby amended as follows:**

**Section 12:**

All reports of committees for submission at the regular meeting of the Board shall be in writing and action thereon may be deferred to the subsequent regular meeting of the Board.

**Section 13 is hereby amended as follows:**

**Section 13:**

Both the President of the Board and the President Pro Tempore shall be ex-officio members of each and all committees, both with the right to vote the same as any other member of said committees. Both the President of the Board, and the President Pro Tempore, when acting as ex-officio members of a committee, in accordance with these By-Laws, shall be true members in every sense and shall be counted towards the establishment of a quorum for the meeting.

**Section 14 is hereby amended as follows:**

**Section 14:**

Action taken by a committee of the Board shall be by a majority of those present.

**Section 15 is hereby amended as follows:**

**Section 15:**

Whenever there is an absence of a quorum required for a committee of the Board to meet, the Executive Director shall reschedule the Committee Meeting to the next available date and time at which a quorum can be reasonably anticipated. Absent a quorum, there shall be no meeting of the committee, however, the members present may, if they so desire, receive information or reports pertaining to matters on the agenda for such meeting.

## **ARTICLE VII**

**Section 1 is hereby amended as follows:**

### **Section 1:**

All warrants for payment of money administered by the Board of Liquidation, City Debt, for account of the Sewerage and Water Board of New Orleans, shall be drawn as provided in Article XIV of the Constitution of 1921, as amended by Sections 23.1 through 23.12 and 23.28 through 23.43, which has subsequently been reenacted as LRS 33:4094 through 33:4136, and all said warrants except those for contracts require two (2) signatures, one of which must be provided by the Executive Director, General Superintendent, or the Executive Director's designee. The second signature must be provided by staff designated in writing by the Executive Director. Said warrants shall be listed on audit sheet(s), setting forth the number of the warrant, date of warrant, and number of appropriations; and said audit sheet or sheets require the same signatory authorization, as stated above.

The persons holding the following positions shall be authorized to act with respect to the bank deposit accounts of the Board including merchant credit, operational expense, and pension trust accounts:

The Executive Director, Chief Financial Officer, and Chief Administrative Officer are hereby designated as authorized to sign on behalf of the Board, documents related to the management of such deposit accounts held in the name of the Board.

Any transfers of money from, between or among accounts of the Board shall require two (2) signatures, one of which must be provided by the Executive Director, Chief Financial Officer, or Chief Administrative Officer. The second signature must be provided by staff designated by two of the following, in writing: the Executive Director, Chief Financial Officer, or Chief Administrative Officer.

## **ARTICLE X**

**Section 1 is hereby amended as follows:**

### **Section 1:**

The Executive Director shall distribute an agenda for the regular monthly meeting of the Board at least 24 hours in advance of the meeting, together with an Order of Business. Contained within the Order of Business may be a consent agenda which can be adopted at the Board meeting in globo by voice vote of the majority members present. Only matters receiving a unanimous



vote of the members present at a meeting of the Committee before which it has been brought shall be placed upon a consent agenda for consideration by the Board at its regular or special meeting. Should any Board member at the Board meeting object to any item(s) contained in the consent agenda, that item(s) shall be removed, not voted upon as part of the consent agenda and the item(s) placed appropriately in the Order of Business for discussion.

The Board may, by a vote of two-thirds (2/3) of the members present at a meeting, alter the order of business for that meeting.

## **ARTICLE XI**

### **Section 1 is hereby amended as follows:**

#### **Section 1:**

The Executive Director shall distribute an agenda for the regular monthly meeting of the Board at least 24 hours in advance of the meeting, together with an Order of Business. Contained within the Order of Business may be a consent agenda which can be adopted at the Board meeting in globo by voice vote of the majority members present. Only matters receiving a unanimous vote of the members present at a meeting of the Committee before which it has been brought shall be placed upon a consent agenda for consideration by the Board at its regular or special meeting. Should any Board member at the Board meeting object to any item(s) contained in the consent agenda, that item(s) shall be removed, not voted upon as part of the consent agenda and the item(s) placed appropriately in the Order of Business for discussion.

The Board may, by a vote of two-thirds (2/3) of the members present at a meeting, alter the order of business for that meeting.

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I, Ghassan Korban, 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 June 17, 2020.

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**GHASSAN KORBAN, EXECUTIVE DIRECTOR**  
**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

Revisions to By-Laws of the Sewerage and Water Board of New Orleans  
(As of August 19, 2015)

Reference	Current By-Law	Proposed Amendment	If Amendment is Adopted
Article I Section 1	<p>Regular meetings of the Board shall be held on the third Wednesday of each month in the Board Room.</p> <p>In the event a regular meeting of the Board cannot be held on the third Wednesday of the month due to a legal holiday or other circumstances, or will not be held in the Sewerage and Water Board's Board Room, the President or President Pro Tem shall have the power to designate another day for the meeting either in the same week, in the week prior to, or in the week succeeding the week of the third Wednesday of that month and/or another location.</p> <p>The time and location of the meetings shall be promulgated by the Executive Director at least 24 hours in advance.</p>	<p>Regular meetings of the Board of Directors ("Board" or "SWBNO") shall be held on the third Wednesday of each month in the SWBNO Board Room.</p> <p>In the event a regular meeting of the Board cannot be held on the third Wednesday of the month due to a legal holiday or other circumstances, or will not be held in the <del>Sewerage and Water Board's</del> SWBNO Board Room, the President of the Board or President Pro Tempore shall have the power to designate another day for the meeting either in the same week, in the week prior to, or in the week succeeding the week of the third Wednesday of that month and/or another location.</p> <p>The time and location of the meetings shall be promulgated by the Executive Director's Office at least 24 hours in advance.</p>	<p>Regular meetings of the Board of Directors ("Board" or "SWBNO") shall be held on the third Wednesday of each month in the SWBNO Board Room.</p> <p>In the event a regular meeting of the Board cannot be held on the third Wednesday of the month due to a legal holiday or other circumstances, or will not be held in the SWBNO Board Room, the President of the Board or President Pro Tempore shall have the power to designate another day for the meeting either in the same week, in the week prior to, or in the week succeeding the week of the third Wednesday of that month and/or another location.</p> <p>The time and location of the meetings shall be promulgated by the Executive Director's Office at least 24 hours in advance.</p>
Article I Section 2	<p>Special meetings may be called by the President of the Board and shall be called by him when so requested in writing by four (4) members of the Board.</p> <p>Written notice stating agenda and the time and the place of the meeting shall be served by the Executive Director on each member and promulgated at least 24 hours in advance.</p>	<p><del>The President of the Board may call Special meetings may be called by the President of the Board, and shall be called by him when so requested at any time, in writing</del> upon written request signed by four (4) members of the Board.</p> <p>Written notice stating the agenda, and the time, and the place of any Board meeting shall be served by the Executive Director on each member and promulgated at least 24 hours in advance.</p>	<p>The President of the Board may call a special meeting at any time upon written request signed four (4) members of the Board.</p> <p>Written notice stating the agenda, time, and place of any Board meeting shall be served by the Executive Director on each member and promulgated at least 24 hours in advance.</p>
Article I Section 3	<p>No subject shall be considered at special meetings, except those embraced in the call. However, upon approval of 2/3 of the members present, a matter not on the agenda may be taken up.</p>	<p>No subject shall be considered at any special meetings, except those promulgated on the agenda. <del>embraced in the call.</del> However, upon approval of 2/3 of the members present, a matter not on the agenda may be taken up.</p>	<p>No subject shall be considered at any special meeting, except those promulgated on the agenda. However, upon approval of 2/3 of the members present, a matter not on the agenda may be taken up.</p>
Article I Section 4	<p>Six members shall constitute a quorum for the transaction of business at all Board meetings. Written notice stating the agenda and the time and the place of the meeting shall be served by the Executive Director on each Trustee, and promulgated at least 24 hours in advance.</p> <p>Eight members shall constitute a quorum for the transaction of any business by the Board of Trustees of the Employee's</p>	<p>Six members shall constitute a quorum for the transaction of business at all Board meetings. <del>Written notice stating the agenda and the time and the place of the meeting shall be served by the Executive Director on each Trustee, and promulgated at least 24 hours in advance.</del></p> <p>Eight members shall constitute a quorum for the transaction of any business by the Board of Trustees of the Employee's</p>	<p>Six members shall constitute a quorum for the transaction of business at all Board meetings.</p> <p>Eight members shall constitute a quorum for the transaction of any business by the Board of Trustees of the Employee's Retirement System of the Sewerage and Water Board of New Orleans.</p>

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	Retirement System of the Sewerage and Water Board of New Orleans.	Retirement System of the Sewerage and Water Board of New Orleans.	
Article I Section 5	In the absence of specific rules, policies, or procedures, Robert's Rules of Order, as newly revised, shall be used in conducting a meeting.		
Article I Section 6	In the absence of specific rules, policies, or procedures, Robert's Rules of Order, as newly revised, shall be used in conducting a meeting.		
Article II Section 1	Officers of the Board shall be the President and the President Pro Tem. The Mayor of the City of New Orleans is the Ex-Officio President of the Board. The President Pro Tem shall be elected by a majority of the members of the Board.	Officers of the Board shall be the President and the President Pro Tempore. The Mayor of the City of New Orleans is the Ex-Officio President of the Board (“The President” or The President of the Board”). The President Pro Tempore shall be elected by a majority of the members of the Board.	Officers of the Board shall be the President and the President Pro Tempore. The Mayor of the City of New Orleans is the Ex-Officio President of the Board (“The President” or “The President of the Board”). The President Pro Tempore shall be elected by a majority of the members of the Board.
Article III Section 1	Voting shall be by viva voce, except if otherwise noted herein, a majority of all members present to prevail. Appropriations shall be by roll call vote.	Voting shall be by voice vote <del>viva-voee</del> , except if otherwise noted herein, a majority of all members present to prevail. Appropriations shall be by roll call vote. On voice votes, the name of each voting “nay” shall be required in the minutes upon his/her request. Roll Call votes shall be required for budget approval.	Voting shall be by voice vote, except if otherwise noted herein, a majority of all members present to prevail. Appropriations shall be by roll call vote. On voice votes, the name of each voting “nay” shall be required in the minutes upon his/her request. Roll Call votes shall be required for budget approval.
Article IV Section 1	Appointments to the Board are made by the President as set forth in R.S. 33:4071. The President shall also make appointments to all Committees of the Board. The President shall preside at all meetings of the Board. He shall have authority to open all documents addressed to the Board. He shall have authority to sign all contracts, checks, warrants and other documents or papers in the name of the Board, and as directed by it. He has the right to vote at any meeting of the Board or any of the Board's committees. The President may also be authorized other duties as established by the Board.	<p>The President of the Board. In addition to such duties as may be established by the Board, The President shall the following duties:</p> <p>Appointments. The President shall appoint members of the Board as set forth in R.S. 33:4071. The President shall also appoint all members of all committees of the Board.</p> <p>Meetings. The President shall preside at all meetings of the Board and has the right to vote at any meeting of the Board or any of the Board's committees.</p> <p>Administrative Matters. The President shall have authority to open all documents addressed to the Board, and to sign all contracts, checks, warrants, and other documents or papers in the name of the Board, and as directed by it. The President may also be authorized other duties as established by the Board.</p>	<p>The President of the Board. In addition to such duties as may be established by the Board, the President shall have the following duties:</p> <p>Appointments. The President shall appoint members of the Board as set forth in R.S. 33:4071. The President shall also appoint all members of all committees of the Board.</p> <p>Meetings. The President shall preside at all meetings of the Board and has the right to vote at any meeting of the Board or any of the Board's committees.</p> <p>Administrative Matters. The President shall have authority to open all documents addressed to the Board, and to sign all contracts, checks, warrants and other documents or papers in the name of the Board, and as directed by it. The President may also be authorized other duties as established by the Board.</p>

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Article IV Section 2	<p>The President Pro Tem shall assume all the duties of the President in the President's absence, or at the President's direction, and any other duties and privileges as may be established by the Board. The President Pro Tem has the right to vote at any meeting of the Board or any of the Board's committees. When both the President and President Pro Tem are in attendance at any committee or Board meeting and the President is presiding, the President Pro Tem shall have the same right to vote as any other member of the Board.</p> <p>The President Pro Tem shall serve for a two (2) year period with an option for the Board to re-elect him for another two (2) year term should the Board so desire, it being the intention of this section that the above reference to terms shall constitute a full, complete and consecutive term and should any President Pro Tem who is removed as such by his removal from the Board through causes beyond his control, who returns to the Board and is reinstated to the position of President Pro Tem, he shall be entitled to serve, if elected by the Board, two (2) full and consecutive two (2) year terms.</p>	<p>The President Pro Tempore shall assume all the duties of the President in the President's absence, or at the President's direction, and any other duties and privileges as may be established by the Board. The President Pro Tempore has the right to vote at any meeting of the Board or any of the Board's committees. When both the President and President Pro Tempore are in attendance at any committee or Board meeting and the President is presiding, the President Pro Tempore shall have the same right to vote as any other member of <del>such committee or the Board in each such meeting.</del> The President Pro Tempore shall serve for <del>a term</del> of two (2) years <del>period with an option for the Board to re-elect him.</del> <del>The Board shall have the option to re-elect the same President Pro Tempore</del> for another two (2) year term should the Board so desire, it being the intention of this section that the above-referenced terms shall constitute a full, complete, and consecutive term <del>and.</del> <del>Should any President Pro Tempore who is</del> be removed as such by <del>his removal from the Board</del> through causes beyond his <del>or her</del> control, <del>who</del> and thereafter returns to the Board and is reinstated to the position of President Pro Tempore, s/he shall be entitled to serve, if elected by the Board, two (2) full and consecutive two (2) year terms <del>as set forth above.</del></p>	<p>The President Pro Tempore shall assume all the duties of the President in the President's absence, or at the President's direction, and any other duties and privileges as may be established by the Board. The President Pro Tempore has the right to vote at any meeting of the Board or any of the Board's committees. When both the President and President Pro Tempore are in attendance at any committee or Board meeting and the President is presiding, the President Pro Tempore shall have the same right to vote as any other member of such committee or the Board in each such meeting. The President Pro Tempore shall serve for a term of two (2) years. The Board shall have the option to re-elect the same President Pro Tempore for another two (2) year term should the Board so desire, it being the intention of this section that the above-referenced terms shall constitute a full, complete, and consecutive term. Should any President Pro Tempore be removed, as such through causes beyond his or her control, and thereafter returns to the Board and is reinstated to the position of President Pro Tempore, s/he shall be entitled to serve, if elected by the Board, two (2) full and consecutive two (2) year terms as set forth above.</p>
Article V Section 1	<p>The Board shall elect an Executive Director whose salary shall be fixed by the Board. The Executive Director shall hold office at the pleasure of the Board. The election or removal of the Executive Director, and the amount of his salary, shall be determined by a majority vote of the entire Board at one of its regular monthly meetings. The duties of the Executive Director shall be fixed by the Board. The Executive Director is responsible for the daily operations of the organization.</p>	<p>The Board shall elect an Executive Director whose salary shall be fixed by the Board. The Executive Director shall hold office at the pleasure of the Board. The election or removal of the Executive Director, and the amount of his/her salary, shall be determined by a majority vote of the entire Board at one of its regular monthly meetings. The duties of the Executive Director shall be fixed by the Board. The Executive Director is responsible for the daily operations of the organization. <del>The Sewerage and Water Board employees' indemnity bond is considered as satisfying the statutory requirement for the Executive Director's indemnity bond.</del></p>	<p>The Board shall elect an Executive Director whose salary shall be fixed by the Board. The Executive Director shall hold office at the pleasure of the Board. The election or removal of the Executive Director, and the amount of his/her salary, shall be determined by a majority vote of the entire Board at one of its regular monthly meetings. The duties of the Executive Director shall be fixed by the Board. The Executive Director is responsible for the daily operations of the organization. The Sewerage and Water Board employees' indemnity bond is considered as satisfying the statutory requirement for the Executive Director's indemnity bond.</p>
Article V Section 2	<p>The Executive Director shall be present at all meetings of the Board and its Committees. He shall keep full and accurate written records of the proceedings at all such meetings</p>	<p>The Executive Director shall be present at all meetings of the Board and its Committees. <del>He</del> <del>The Executive Director shall</del></p>	<p>The Executive Director shall be present at all meetings of the Board and its Committees. The Executive Director shall cause</p>

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		cause the keep of full and accurate written records of the proceedings at all such meetings	the keep of full and accurate written records of the proceedings at all such meetings
Article V Section 3	The Executive Director shall be custodian and hold in safekeeping all records and papers belonging to the Board.		
Article V Section 4	All motions and resolutions passed by the Board shall be recorded by the Executive Director in a book or books to be kept for that purpose. He shall attend to the publication of motions and resolutions and other notices as required.	All motions and resolutions passed by the Board shall be recorded by the Executive Director in a book or books to be kept for that purpose. The Executive Director He shall attend to the publication of motions and resolutions and other notices as required.	All motions and resolutions passed by the Board shall be recorded by the Executive Director in a book or books to be kept for that purpose. The Executive Director shall attend to the publication of motions and resolutions and other notices as required.
Article V Section 5	<p>The Executive Director shall keep all the accounts of the Board, relating to the receipt and disbursement of funds. He shall keep an inventory of all property acquired or disposed of by the Board, and is required to make written report at each regular meeting of all transactions named in this section.</p> <p>The Executive Director shall submit a written annual report for the Board to present to the City Council in accordance with R.S. 33:4091. The report shall be prepared in a timely fashion so that it may be submitted to the City Council on or prior to the first day of May of each year.</p> <p>At least one day in advance of its regular monthly meeting or of any committee meetings, the Executive Director shall deliver to each member of the Board or Committee the meeting notice, agenda, and copies of all reports being presented to the Board or Committee.</p>	<p>The Executive Director shall keep all the accounts of the Board, relating to the receipt and disbursement of funds. The Executive Director He shall keep an inventory of all property acquired or disposed of by the Board and is required to make written report at each regular meeting of all transactions named in this section.</p> <p>The Executive Director shall submit a written annual report for the Board to present to the City Council in accordance with R.S. 33:4091. The report shall be prepared in a timely fashion so that it may be submitted to the City Council on or prior to the first day of May of each year.</p> <p>At least one day in advance of its regular monthly meeting or of any committee meetings, the Executive Director shall deliver to each member of the Board or Committee the meeting notice, agenda, and copies of all reports being presented to the Board or Committee.</p>	<p>The Executive Director shall keep all the accounts of the Board, relating to the receipt and disbursement of funds. The Executive Director shall keep an inventory of all property acquired or disposed of by the Board and is required to make written report at each regular meeting of all transactions named in this section.</p> <p>The Executive Director shall submit a written annual report for the Board to present to the City Council in accordance with R.S. 33:4091. The report shall be prepared in a timely fashion so that it may be submitted to the City Council on or prior to the first day of May of each year.</p> <p>At least one day in advance of its regular monthly meeting or of any committee meetings, the Executive Director shall deliver to each member of the Board or Committee the meeting notice, agenda, and copies of all reports being presented to the Board or Committee.</p>
Article V Section 6	The Executive Director shall also perform such other duties germane to such office, as may be required of him by direction of the Board. The Sewerage and Water Board employees' indemnity bond is considered as satisfying the statutory requirement for the Executive Director's indemnity bond.	The Executive Director shall also perform such other duties germane to such office, as may be required of him by direction of the Board. <del>The Sewerage and Water Board employees' indemnity bond is considered as satisfying the statutory requirement for the Executive Director's indemnity bond.</del>	The Executive Director shall also perform such other duties germane to such office, as may be required of him by direction of the Board.
Article V Section 7	Neither the Executive Director, nor any unclassified employee, shall engage in any other occupation or employment that would interfere or conflict with their Sewerage and Water Board	Neither the Executive Director, nor any unclassified employee shall engage in any other occupation or employment that would interfere or conflict with their <del>Sewerage and Water Board</del>	Neither the Executive Director, nor any unclassified employee shall engage in any other occupation or employment that would interfere or conflict with their SWBNO duties. The unclassified



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	<p>duties. The unclassified employees shall not engage in any other occupation or employment unless certified by the Executive Director as not interfering or in conflict with their Sewerage and Water Board duties.</p> <p>The Executive Director shall receive such certification from the President Pro Tem before engaging in any other occupation or employment as described above.</p>	<p><del>SWBNO</del> duties. The unclassified employees shall not engage in any other occupation or employment unless certified by the Executive Director as not interfering or in conflict with their <del>Sewerage and Water Board</del> SWBNO duties.</p> <p>The Executive Director shall receive such certification from the President Pro Tempore before engaging in any other occupation or employment as described above.</p>	<p>employees shall not engage in any other occupation or employment unless certified by the Executive Director as not interfering or in conflict with their SWBNO duties.</p> <p>The Executive Director shall receive such certification from the President Pro Tempore before engaging in any other occupation or employment as described above.</p>
Article V Section 8	<p>A Deputy Director shall act in the absence of the Executive Director in carrying out the duties prescribed by these By-Laws, as well as any other duties that are assigned by the Executive Director or by the Board.</p>	<p><del>A Deputy Director shall act in the absence of the</del> Executive Director, if absent, may name a designee to carry out <del>the</del> his duties as prescribed by these By-Laws, as well as any other duties that are assigned by the Executive Director of by the Board.</p>	<p>The Executive Director, if absent, may name a designee to carry out his duties as prescribed by these By-Laws, as well as any other duties that are assigned by the Executive Director of by the Board.</p>
Article VI Section 1	<p>There shall be four (4) standing Committees, to be named respectively: the Audit Committee, the Finance and Administration Committee, the Governance Committee, and the Strategy Committee.</p> <p>In addition, a Pension Committee is established in accordance with the "Rules and Regulations of the Employees Retirement System of the Sewerage and Water Board of New Orleans."</p> <p>A Plumbing Conference Committee is established in accordance with the Plumbing Code of the City of New Orleans.</p> <p>Other Ad Hoc Committees may be established by the Board or the President of the Board.</p>	<p>There shall be <del>four (4)</del> five (5) standing <del>C</del>committees, <del>to be named respectively</del> named as follows: <del>the</del> Audit Committee, <del>the</del> Finance and Administration Committee, <del>the</del> Operations Committee, <del>the</del> Governance Committee, and the <del>Strategic Planning</del> <del>the Strategy</del> Committee.</p> <p>In addition, a Pension Committee is established in accordance with the "Rules and Regulations of the Employees Retirement System of the Sewerage and Water Board of New Orleans."</p> <p>A Plumbing Conference Committee is established in accordance with the Plumbing Code of the City of New Orleans.</p> <p>Other Ad Hoc Committees may be established by the Board or the President of the Board.</p> <p><del>All committees shall meet at least biannually, if not more often as provided in these By-Laws.</del></p>	<p>There shall be five (5) standing committees, named as follows: Audit Committee, Finance and Administration Committee, Operations Committee, Governance Committee, and Strategic Planning Committee.</p> <p>In addition, a Pension Committee is established in accordance with the "Rules and Regulations of the Employees Retirement System of the Sewerage and Water Board of New Orleans."</p> <p>A Plumbing Conference Committee is established in accordance with the Plumbing Code of the City of New Orleans.</p> <p>Other Ad Hoc Committees may be established by the Board or the President of the Board.</p> <p>All committees shall meet at least biannually, if not more often as provided in these By-Laws.</p>
Article VI Section 2	<p>The President of the Board shall appoint the Chairpersons and all members of the foregoing Committees. The President of The Board may appoint the Vice Chairpersons of the four (4) standing Committees. The make-up of the Committees may be re-examined periodically and new appointments made so that all members of the Board may participate in all phases of Sewerage</p>	<p>The President of the Board shall appoint <del>each the</del> Chairpersons and all members of the <del>foregoing</del> committees, <del>named in Article VI, Section 1.</del> The President of The Board may appoint <del>the each</del> Vice Chairpersons of the <del>four (4)</del> five (5) standing <del>C</del>committees. The <del>make-up composition</del> of the <del>C</del>committees may be re-examined periodically and new appointments made so that all</p>	<p>The President of the Board shall appoint each Chairperson and all members of the committees, named in Article VI, Section 1. The President may appoint each Vice Chairperson of the five (5) standing Committees. The composition of the committees may be re-examined periodically and new appointments may be made</p>

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	<p>and Water Board operations and administration. Each Board member must be assigned to serve on at least one (1) Committee.</p> <p>Each committee shall consist of five (5) members of the Board, to be appointed by the President. Three (3) members of any standing committee shall constitute a quorum.</p>	<p>members of the Board may participate in all phases of <del>Sewerage and Water Board operations and</del> SWBNO's administration. Each Board member must be assigned to serve on at least one (1) <del>C</del>committee.</p> <p>Each committee shall consist of five (5) members of the Board, to be appointed by the President. Three (3) members of any standing committee shall constitute a quorum.</p>	<p>so that all members of the Board may participate in all phases of SWBNO's administration.</p> <p>Each committee shall consist of five (5) members of the Board. Each Board member must be assigned to serve on a at least one (1) committee.</p> <p>Three (3) members of any standing committee shall constitute a quorum.</p>
Article VI Section 3	<p>The Audit Committee shall monitor compliance with federal, state, and local laws and regulations and have charge of the affairs of the Board relating to the internal control and risk management framework.</p> <p>The following matters are illustrative of those brought before the Audit Committee for consideration: review of all contracts awarded by the Executive Director; regulatory compliance; internal controls assessment; internal and external audit reports compliance; and recommendations from external consultants.</p>	<p>The Audit Committee shall monitor compliance with federal, state, and local laws and regulations and have charge of the affairs of the Board relating to the internal control and risk management framework.</p> <p>The following matters are illustrative of those brought before the Audit Committee for consideration: review of all contracts awarded by the Executive Director; regulatory compliance; internal controls assessment; internal and external audit reports compliance; and recommendations from external consultants.</p> <p><b>The Audit Committee shall meet at a minimum quarterly and as needed.</b></p>	<p>The Audit Committee shall monitor compliance with federal, state, and local laws and regulations and have charge of the affairs of the Board relating to the internal control and risk management framework.</p> <p>The following matters are illustrative of those brought before the Audit Committee for consideration: review of all contracts awarded by the Executive Director; regulatory compliance; internal controls assessment; internal and external audit reports compliance; and recommendations from external consultants.</p> <p>The Audit Committee shall meet at a minimum quarterly and as needed.</p>
Article VI Section 4	<p>The Finance and Administration Committee shall monitor operational performance and align financial resources to achieve the objectives of the Board.</p> <p>The following matters are illustrative of those brought before the Finance and Administration Committee for consideration: organizational performance metrics; operating and capital budgets; and financial reporting.</p>	<p>The Finance and Administration Committee shall monitor operational performance and align financial resources to achieve the objectives of the Board.</p> <p>The following matters are illustrative of those brought before the Finance and Administration Committee for consideration: organizational performance metrics; operating and capital budgets; and financial reporting.</p> <p><b>The Finance and Administration Committee shall meet monthly unless otherwise designated by the Chairperson of the Finance and Administration Committee.</b></p>	<p>The Finance and Administration Committee shall monitor operational performance and align financial resources to achieve the objectives of the Board.</p> <p>The following matters are illustrative of those brought before the Finance and Administration Committee for consideration: organizational performance metrics; operating and capital budgets; and financial reporting.</p> <p>The Finance and Administration Committee shall meet monthly unless otherwise designated by the Chairperson of the Finance and Administration Committee.</p>
Article VI Section 5	<p>The Governance Committee shall manage the business of the Board of Directors.</p>	<p>The Governance Committee shall <b>make recommendations regarding the management of</b> the business of the Board of Directors.</p>	<p>The Governance Committee shall make recommendations regarding the management of the business of the Board of Directors.</p>

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	<p>The following matters are illustrative of those brought before the Governance Committee for consideration: perform orientation and training of new Board members; conduct evaluation and improvement of Board performance; oversee Board compliance with requirements for written financial disclosure statements; and consideration of Bylaw changes.</p>	<p>The following matters are illustrative of those brought before the Governance Committee for consideration: perform orientation and training of new Board members; conduct evaluation and improvement of Board performance; oversee Board compliance with requirements for written financial disclosure statements; <del>and</del> consideration of Bylaw changes; <del>and policy level oversight of the Board's legislative and governmental relations agenda setting and activities.</del></p> <p><del>The Governance Committee shall meet at a minimum biannually and as needed.</del></p>	<p>The following matters are illustrative of those brought before the Governance Committee for consideration: perform orientation and training of new Board members; conduct evaluation and improvement of Board performance; oversee Board compliance with requirements for written financial disclosure statements; consideration of Bylaw changes; and policy level oversight of the Board's legislative and governmental relations agenda setting and activities.</p> <p>The Governance Committee shall meet at a minimum biannually and as needed.</p>
Article VI Section 6	<p>The Strategy Committee shall have charge of the affairs of the Board relating to long-term planning for the capabilities of the organization.</p> <p>The following matters are illustrative of those brought before the Strategy Committee for consideration: strategic planning; facilities planning; personnel planning; financial planning; and information technology planning.</p>	<p>The <del>Strategy—</del> Strategic Planning Committee shall make recommendations regarding <del>have charge of</del> the affairs of the Board <del>and the organization</del> relating to <del>short-term and</del> long-term planning for the capabilities of <del>the organization</del> the Board.</p> <p>The following matters are illustrative of those brought before the <del>Strategy</del> Strategic Planning Committee for consideration: strategic planning; facilities planning; personnel planning; financial planning; and information technology planning.</p> <p><del>The Strategic Planning Committee shall meet at a minimum biannually and as needed.</del></p>	<p>The Strategic Planning Committee shall make recommendations regarding the affairs of the Board and the organization relating to short-term and long-term planning for the capabilities of the Board.</p> <p>The following matters are illustrative of those brought before the Strategic Planning Committee for consideration: strategic planning; facilities planning; personnel planning; financial planning; and information technology planning.</p> <p>The Strategic Planning Committee shall meet at a minimum biannually and as needed.</p>
Article VI Section 7		<p><del>The Operations Committee shall make recommendations regarding the affairs of the Board relating to the Board's systems of sewerage, water, and drainage; the Board's Economically Disadvantaged Business Enterprise Program ("EDBE"); and the Board's customer relations policies and procedures.</del></p> <p><del>The following matters are illustrative of those brought before the Operations Committee for consideration: a review of EDBE policies and procedures; customer billing and collections; meter reading; meter installation and removal; customer service; work order management; power and technology upgrades; and organizational performance metrics.</del></p>	<p>The Operations Committee shall make recommendations regarding the affairs of the Board relating to the Board's systems of sewerage, water, and drainage; the Board's Economically Disadvantaged Business Enterprise Program ("EDBE"); and the Board's customer relations policies and procedures.</p> <p>The following matters are illustrative of those brought before the Operations Committee for consideration: a review of EDBE policies and procedures; customer billing and collections; meter reading; meter installation and removal, customer service; work order management; power and technology upgrades; and organizational performance metrics.</p>

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		The Operations Committee shall meet at a minimum quarterly and as needed.	The Operations Committee shall meet at a minimum quarterly and as needed.
Article VI Section 7  Redesignated as Article VI Section 8	<p>The Pension Committee is established by Section (3) of the “Rules and Regulations of the Employee Retirement System of the Sewerage and Water Board of New Orleans.” This Committee consists of the Chairperson – President Pro Tem; four (4) members appointed by the President, at least one of which shall be a member of the Finance Committee; Three (3) employee members elected by the employees and one (1) retiree representative elected by Board retirees. Five members shall constitute a quorum.</p> <p>The Committee shall be in charge of matters relating to the management of the Employee Retirement System, including establishment of the rules and regulations and management of the pension fund.</p>	<p>The Pension Committee is established by Section (3) of the “Rules and Regulations of the Employee Retirement System of the Sewerage and Water Board of New Orleans.” This Committee consists of the Chairperson – President Pro Tempore; four (4) members appointed by the President of the Board, at least one of which shall be a member of the Finance Committee; <del>Three</del> (3) employee members, elected by the employees of SWBNO; and one (1) retiree representative, elected by SWBNO Board retirees. Five (5) members shall constitute a quorum.</p> <p>The Committee shall make recommendations <del>be in charge</del> of matters relating to the management of the Employee Retirement System, including establishment of the rules and regulations and management of the pension fund.</p> <p>The Pension Committee shall meet at a minimum quarterly and as needed.</p>	<p>The Pension Committee is established by Section (3) of the “Rules and Regulations of the Employee Retirement System of the Sewerage and Water Board of New Orleans.” This Committee consists of the Chairperson – President Pro Tempore; four (4) members appointed by the President of the Board, at least one of which shall be a member of the Finance Committee; three (3) employee members, elected by the employees of SWBNO; and one (1) retiree representative, elected by SWBNO retirees. Five (5) members shall constitute a quorum.</p> <p>The committee shall make recommendations of matters relating to the management of the Employee Retirement System, including establishment of the rules and regulations and management of the pension fund.</p> <p>The Pension Committee shall meet at a minimum quarterly and as needed.</p>
Article VI Section 8  Redesignated as Article VI Section 9	<p>A. The Board of Trustees, as defined in the Rules and Regulations of the Employees’ Retirement System of the Sewerage and Water Board of New Orleans, shall have full and final authority to make all decisions concerning the investment of assets of said retirement system, to include recommendations of the Pension Committee made to the Board, and which involve the exercise of the Trustees’ Investment Authority, as set forth in Section 8.6 of the Rules and Regulations of the Retirement System. These matters shall include, but not limited to, the following:</p> <p style="padding-left: 40px;">a. Selection, hiring, and termination of various investment managers, custodial banks and financial consulting firms.</p>		

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	<p>b. The establishment of an Investment Policy, Asset Allocation Policy and Rebalancing Policy.</p> <p>c. Deciding what portion of the Retirement System assets a particular investment manager shall invest.</p> <p>d. Evaluating the performance of a particular investment manager, including placing that investment manager on probation.</p> <p>e. Receipt and review of actuarial reports and annual investment reports prepared by the investment consultant.</p> <p>B. Because the Pension Committee will be called upon to review matters which the Board of Trustees of the Employees' Retirement System will be required to approve in order to be effective:</p> <p>a. The Pension Committee, in making its written report to the Board of Directors of the Sewerage and Water Board of New Orleans, shall designate three (3) types of agendas for consideration by the Board of Directors. These three (3) agendas shall consist of consent items, non-consent items and items to be considered by the full Board of Trustees.</p> <p>b. At the time that the Pension Committee report is received by the Board of Directors, and such report has on its agenda 'Board of Trustees Items,' the four (4) employee-elected Trustees, if present, shall be invited by the chairperson to join the Board of Directors' Trustees in considering the specific items of that agenda. A roll call shall be made by the Secretary to establish a quorum of the Board of Trustees, which quorum shall be no less</p>		
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	<p>than eight(8) Trustees. At this time, it is recognized that this is an official meeting of the Board of Trustees of the Employees' Retirement System of the Sewerage and Water Board of New Orleans and all Trustees present shall have the right to make motions, enter into discussions, vote and otherwise fully participate in the matters at hand. Each Trustee shall have one vote. All actions of the Trustees shall be by voice vote, unless a roll call is requested and a majority of all Trustees present shall prevail.</p> <p>Upon conclusion of the specific items of the Board of Trustees agenda, to include that specified on the agenda of the Pension Committee, the chairman shall call for a motion to end the Board of Trustees meeting. Upon such affirmative vote to end, the employee-elected Trustees shall withdraw and the Board of Directors shall continue its regular business.</p>		
<p>Article VI Section 9</p> <p>Redesignated as Article VI Section 10</p>	<p>The Plumbing Conference Committee is established by the Plumbing Code of the City of New Orleans. Matters relating to the Plumbing Code shall be brought before the Plumbing Conference Committee for consideration. This Committee consists of: the General Superintendent, the Supervisor of Plumbing; four members of the Sewerage and Water Board appointed by the President, one licensed master plumber, one licensed journeyman plumber, and one member of any allied plumbing or engineering trade or profession. Except for the first two above, all shall be appointed to two (2) year terms by the President of the Board. Five members constitute a quorum.</p>	<p>The Plumbing Conference Committee is established by the Plumbing Code of the City of New Orleans. Matters relating to the Plumbing Code shall be brought before the Plumbing <del>Conference</del> Committee for consideration. This Committee consists of: the General Superintendent, the Supervisor of <b>SWBNO Plumbing Department; and seven (7) members, appointed by the President of the Board as follows:</b></p> <p style="padding-left: 40px;">four (4) members of the Sewerage and Water Board appointed by the President; one (1) licensed master plumber, one (1) licensed journeyman plumber, and one (1) member of any allied plumbing or engineering trade or profession.</p> <p>Except for the first two above, all shall be appointed to two (2) year terms by the President of the Board.</p> <p>Five members constitute a quorum.</p>	<p>The Plumbing Conference Committee is established by the Plumbing Code of the City of New Orleans. Matters relating to the Plumbing Code shall be brought before the Plumbing Committee for consideration. This committee consists of: the General Superintendent, the Supervisor of SWBNO Plumbing Department; and seven (7) members, appointed by the President of the Board as follows:</p> <p style="padding-left: 40px;">four (4) members of the Board of Directors of SWBNO; one (1) licensed master plumber; one licensed journeyman plumber; and one (1) member of any allied plumbing or engineering trade or profession.</p> <p>Except for the first two above, all shall be appointed to two (2) year terms by the President of the Board.</p> <p>Five members constitute a quorum.</p>

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		The Plumbing Conference Committee shall meet at a minimum of biannually and as needed.	The Plumbing Conference Committee shall meet at a minimum of biannually and as needed.
Article VI Section 10  Redesignated as Article VI Section 11	Any of the Committees may meet upon regular call of the Chairperson and shall meet upon ruling to that effect by the Board.	Any of the Ccommittees may meet upon regular call of the Chairperson and shall meet upon ruling to that effect by the Board.	Any of the committees may meet upon regular call of the Chairperson and shall meet upon ruling to that effect by the Board.
Article VI Section 11  Redesignated as Article VI Section 12	All reports of Committees for submission at the regular meeting of the Board shall be in writing and action thereon may be deferred to the subsequent regular meeting of the Board.	All reports of Ccommittees for submission at the regular meeting of the Board shall be in writing and action thereon may be deferred to the subsequent regular meeting of the Board.	All reports of committees for submission at the regular meeting of the Board shall be in writing and action thereon may be deferred to the subsequent regular meeting of the Board.
Article VI Section 12  Redesignated as Article VI Section 13	Both the President of the Board and the President Pro Tem shall be ex-officio members of each and all committees, both with the right to vote the same as any other member of said committees. Both the President of the Board, and the President Pro Tem, when acting as ex-officio members of a Committee in accordance with the foregoing, shall be true members in every sense and shall be counted towards the establishment of a quorum for the meeting.	Both the President of the Board and the President Pro Tempore shall be ex-officio members of each and all committees, both with the right to vote the same as any other member of said committees. Both the President of the Board, and the President Pro Tempore, when acting as ex-officio members of a Ccommittee, in accordance with these By-Laws <del>the foregoing</del> , shall be true members in every sense and shall be counted towards the establishment of a quorum for the meeting.	Both the President of the Board and the President Pro Tempore shall be ex-officio members of each and all committees, both with the right to vote the same as any other member of said committees. Both the President of the Board, and the President Pro Tempore, when acting as ex-officio members of a committee, in accordance with these By-Laws, shall be true members in every sense and shall be counted towards the establishment of a quorum for the meeting.
Article VI Section 13  Redesignated as Article VI Section 14	Action taken by a Committee of the Board shall be by a majority of those present.	Action taken by a Ccommittee of the Board shall be by a majority of those present.	Action taken by a Ccommittee of the Board shall be by a majority of those present.
Article VI Section 14  Redesignated as Article VI Section 15	Whenever there is an absence of a quorum required for a Committee of the Board to meet, the Executive Director shall reschedule the Committee Meeting to the next available date and time at which a quorum can be reasonably anticipated. Absent a quorum, there shall be no meeting of the Committee, however, the members present may, if they so desire, receive information or reports pertaining to matters on the agenda for such meeting.	Whenever there is an absence of a quorum required for a Ccommittee of the Board to meet, the Executive Director shall reschedule the Committee Meeting to the next available date and time at which a quorum can be reasonably anticipated. Absent a quorum, there shall be no meeting of the Ccommittee, however, the members present may, if they so desire, receive information or reports pertaining to matters on the agenda for such meeting.	Whenever there is an absence of a quorum required for a committee of the Board to meet, the Executive Director shall reschedule the Committee Meeting to the next available date and time at which a quorum can be reasonably anticipated. Absent a quorum, there shall be no meeting of the committee, however, the members present may, if they so desire, receive information or reports pertaining to matters on the agenda for such meeting.

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Article VII Section 1	<p>All warrants for payment of money administered by the Board of Liquidation, City Debt, for account of the Sewerage and Water Board of New Orleans, shall be drawn as provided in Article XIV of the Constitution of 1921, as amended by Sections 23.1 through 23.12 and 23.28 through 23.43, which has subsequently been reenacted as LRS 33:4094 through 33:4136, and all said warrants except those for contracts require two (2) signatures, one of which must be provided by the Executive Director. Said warrants shall be listed on audit sheet(s), setting forth, the number of the warrant date of warrant, and number of appropriation; and said audit sheet or sheets require the same signatory authorization, as stated above.</p> <p>All checks for transfer of money for clearing accounts (i.e., payroll, voucher, etc.) of the Sewerage and Water Board of New Orleans, shall be drawn on the master accounts of the Board and require two (2) signatures, one of which must be provided by the Executive Director, a Deputy Director, General Superintendent, or Deputy General Superintendent. The second signature must be provided by staff designated in writing by the Executive Director. Said checks shall be listed audit sheet(s), and said audit sheet or sheets require the same signatory authorization, as stated above.</p> <p>All checks for payment of construction contracts shall be handled in the same manner, as stated above.</p>	<p>All warrants for payment of money administered by the Board of Liquidation, City Debt, for account of the Sewerage and Water Board of New Orleans, shall be drawn as provided in Article XIV of the Constitution of 1921, as amended by Sections 23.1 through 23.12 and 23.28 through 23.43, which has subsequently been reenacted as LRS 33:4094 through 33:4136, and all said warrants except those for contracts require two (2) signatures, one of which must be provided by the Executive Director, <b>General Superintendent, or the Executive Director's designee.</b> Said warrants shall be listed on audit sheet(s), setting forth, the number of the warrant date of warrant, and number of appropriations; and said audit sheet or sheets require the same signatory authorization, as stated above.</p> <p><del>All checks for transfer of money for clearing accounts (i.e., payroll, voucher, etc.) of the Sewerage and Water Board of New Orleans, shall be drawn on the master accounts of the Board and require two (2) signatures, one of which must be provided by the Executive Director, a Deputy Director, General Superintendent, or Deputy General Superintendent. The second signature must be provided by staff designated in writing by the Executive Director. Said checks shall be listed audit sheet(s), and said audit sheet or sheets require the same signatory authorization, as stated above.</del></p> <p><del>All checks for payment of construction contracts shall be handled in the same manner, as stated above.</del></p> <p><b>The persons holding the following positions shall be authorized to act with respect to the bank deposit accounts of the Board including merchant credit, operational expense, and pension trust accounts:</b></p> <p><b>The Executive Director, Chief Financial Officer, and Chief Administrative Officer are hereby designated as authorized to sign on behalf of the Board, documents related to the</b></p>	<p>All warrants for payment of money administered by the Board of Liquidation, City Debt, for account of the Sewerage and Water Board of New Orleans, shall be drawn as provided in Article XIV of the Constitution of 1921, as amended by Sections 23.1 through 23.12 and 23.28 through 23.43, which has subsequently been reenacted as LRS 33:4094 through 33:4136, and all said warrants except those for contracts require two (2) signatures, one of which must be provided by the Executive Director, General Superintendent, or the Executive Director's designee. The second signature must be provided by staff designated in writing by the Executive Director. Said warrants shall be listed on audit sheet(s), setting forth the number of the warrant, date of warrant, and number of appropriations; and said audit sheet or sheets require the same signatory authorization, as stated above.</p> <p>The persons holding the following positions shall be authorized to act with respect to the bank deposit accounts of the Board including merchant credit, operational expense, and pension trust accounts:</p> <p>The Executive Director, Chief Financial Officer, and Chief Administrative Officer are hereby designated as authorized to sign on behalf of the Board, documents related to the management of such deposit accounts held in the name of the Board.</p> <p>Any transfers of money from, between or among accounts of the Board shall require two (2) signatures, one of which must be provided by the Executive Director, Chief Financial Officer, or Chief Administrative Officer. The second signature must be provided by staff designated by two of the following, in writing: the Executive Director, Chief Financial Officer, or Chief Administrative Officer.</p>
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(As of August 19, 2015)

		<p>management of such deposit accounts held in the name of the Board.</p> <p>Any transfers of money from, between or among accounts of the Board shall require two (2) signatures, one of which must be provided by the Executive Director, Chief Financial Officer, or Chief Administrative Officer. The second signature must be provided by staff designated by two of the following, in writing: the Executive Director, Chief Financial Officer, or Chief Administrative Officer.</p>	
Article VII Section 2	There shall be no disbursement of the monies of this Board without the direct order of resolution of the Board, made and entered of record at a meeting thereof, except as provided in R.S. 33:4084.		
Article VIII Section 1	The appointment, suspension and removal of employees shall be in accordance with the provisions of R.S. 33:4076 of Louisiana Revised Statutes. All payment of wage or salaries shall cease on dismissal of employees.		
Article IX Section 1	All funds of Sewerage and Water Board of New Orleans, subject to its control, shall be deposited with any bank or banks located in the City of New Orleans selected by the Board. Such banks shall furnish acceptable collateral in accordance with applicable law.		
Article X Section 1	Any amendments to these by-laws shall be adopted only after approved by a quorum of the board (R.S. 33:4071E), provided that notice of the proposed amendment shall be given at a regular monthly meeting preceding final action upon such amendment. The amendment to be filed in writing at this meeting and entered upon the Minutes of the Board; further providing that the Executive Director of the Board shall have filed a copy of the amendment with a notice of the meeting for final action, upon every member of the Board not less than a week prior to said meeting.	Any amendments or changes to these <del>By-L</del> aws shall be adopted only after approved by a quorum of the <del>B</del> oard, provided that notice of the proposed amendment <del>or change</del> shall be given at a regular monthly meeting preceding final action upon such amendment <del>or change</del> , the amendment to be filed in writing at this meeting and entered upon the Minutes of the Board; further provided that the Executive Director of the Board shall have <del>delivered</del> a copy of the <del>proposed</del> amendment <del>or change</del> with a notice of the meeting for final action, <del>to</del> every member of the Board not less than a week prior to said meeting.	Any amendments or changes to these By-Laws shall be adopted only after approved by a quorum of the Board, provided that notice of the proposed amendment or change shall be given at a regular monthly meeting preceding final action upon such amendment or change, the amendment to be filed in writing at this meeting and entered upon the Minutes of the Board; further provided that the Executive Director of the Board shall have delivered a copy of the proposed amendment or change with a notice of the meeting for final action, to every member of the Board not less than a week prior to said meeting.
Article XI Section 1	Executive Director shall distribute an agenda for the regular monthly meeting of the Board at least 24 hours in advance of the meeting with an Order of Business. Contained within the Order	The Executive Director shall distribute an agenda for the regular monthly meeting of the Board at least 24 hours in advance of the meeting, <del>together</del> with an Order of Business. Contained within	The Executive Director shall distribute an agenda for the regular monthly meeting of the Board at least 24 hours in advance of the meeting, together with an Order of Business. Contained within

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(As of August 19, 2015)

	<p>of Business may be a consent agenda which can be adopted at the Board meeting in globo by voice vote of the majority members present. Only matters receiving a unanimous vote of the members present at a meeting of the Committee before which it has been brought shall be placed upon a consent agenda for consideration by the Board at its regular or special meeting. Should any Board member at the Board meeting object to any item(s) contained in the consent agenda, that item(s) shall be removed, not voted upon as part of the consent agenda and the item(s) placed appropriately in the Order of Business for discussion.</p> <p>The Board may, by a vote of two-thirds (2/3) of the members present at a meeting, alter the order of business for that meeting.</p>	<p>the Order of Business may be a consent agenda which can be adopted at the Board meeting in globo by voice vote of the majority members present. Only matters receiving a unanimous vote of the members present at a meeting of the Committee before which it has been brought shall be placed upon a consent agenda for consideration by the Board at its regular or special meeting. Should any Board member at the Board meeting object to any item(s) contained in the consent agenda, that item(s) shall be removed, not voted upon as part of the consent agenda and the item(s) placed appropriately in the Order of Business for discussion.</p> <p>The Board may, by a vote of two-thirds (2/3) of the members present at a meeting, alter the order of business for that meeting.</p>	<p>the Order of Business may be a consent agenda which can be adopted at the Board meeting in globo by voice vote of the majority members present. Only matters receiving a unanimous vote of the members present at a meeting of the Committee before which it has been brought shall be placed upon a consent agenda for consideration by the Board at its regular or special meeting. Should any Board member at the Board meeting object to any item(s) contained in the consent agenda, that item(s) shall be removed, not voted upon as part of the consent agenda and the item(s) placed appropriately in the Order of Business for discussion.</p> <p>The Board may, by a vote of two-thirds (2/3) of the members present at a meeting, alter the order of business for that meeting.</p>
Article XII Section 1	<p>In accordance with the provisions of R.S. 42:5(D), the public is invited to attend and give comment on any matter listed on the agenda of a regular or special meeting of the Board or any of its committees. The time and length of such comments shall be determined by the Chair of the meeting.</p>		

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

**WHEREAS**, Article 7, Section 14 of the Louisiana Constitution of 1974, as amended, permits public bodies to enter into cooperative endeavor agreements to serve valuable public purposes; and

**WHEREAS**, the Sewerage and Water Board of New Orleans (“the Board”) is the provider of water, sewer and drainage for the City of New Orleans (the "City"); and

**WHEREAS**, the Board is experiencing financial challenges which are restricting its ability to provide improvements that will enhance the ability of the Board to continually provide water, sewer and drainage services, especially during hurricane season, to the City without interruption; and

**WHEREAS**, the City has created a special fund designated as the City of New Orleans Infrastructure Maintenance Fund, with a sub-account named Sewerage and Water Board (the “**IMF**”), into which is deposited funds from taxes authorized and approved by the voters of New Orleans to be used by the City and the Board for infrastructure maintenance, and other funds, including but not limited to a fee, designated by lawful authority for deposit in the fund; and

**WHEREAS**, effective July 1, 2019, Act 169 of the 2019 Regular Session of the Louisiana Legislature authorized the City to impose an occupancy tax on short-term rentals, not to exceed six and three-quarters percent of the rent or fee charged for such occupancy, provided a proposition authorizing the levy of the tax was approved by a majority of the electors of the city (referred to as the Short-Term Rental or STR Occupancy Tax); and

**WHEREAS**, on November 16, 2019, pursuant to City Council Resolution No. R-19-308, a majority of the electors of the city authorized the levy of the STR Occupancy Tax; and

**WHEREAS**, the City has or will adopt an ordinance to impose the STR Occupancy-Tax, with proceeds to be dedicated to the infrastructure fund of the City pursuant to Act 169; and

**WHEREAS**, the City has or may authorize or provide for additional means of generating revenue, including without limitation, sources of funds commonly referred to as the Local Privilege and Lost Penny, whose proceeds are to be used for the Infrastructure Maintenance Fund as provided in the City Code of New Orleans, Sections 70-415.278 through 70-415.282, as may be amended; and

**WHEREAS**, on August 6, 2019, the Mayor signed Executive Order LC 19-02, creating the Infrastructure Advisory Board (“**Advisory Board**”) to review the Board's spending of IMF funds and to provide related recommendations; and

**WHEREAS**, the City and the Board desire to enter into a cooperative endeavor agreement for the purpose of establishing the procedures, requirements, and reporting obligations for transfers and use of IMF funds by the Board; and

**WHEREAS**, the City and the Board agree that their mutual goals and objectives satisfy a legitimate and objective public purpose as the transfer and use of IMF funds by the Board will serve to improve and maintain the water, sewer, and drainage infrastructure for the City of New Orleans, and in turn improve the health, welfare, and safety of the citizens of New Orleans; and

**WHEREAS**, the Board will use IMF funds in accordance with applicable requirements and restrictions to build and maintain water, sewer, and drainage infrastructure; and

**WHEREAS**, the City will remit authorized IMF funds to the Board for use on allowed activities.

**NOW, THEREFORE, BE IT RESOLVED**, the Sewerage and Water Board be authorized to enter into a Cooperative Endeavor Agreement with the City of New Orleans to receive recurring funds through the IMF that will enhance Sewerage and Water Board facilities and operations for the purpose of providing adequate water, sewer, and drainage services that will positively impact the overall economic development for the City of New Orleans.

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I, Ghassan Korban, 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 June 17, 2020.

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**GHASSAN KORBAN, 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**

**INFRASTRUCTURE MAINTENANCE FUND**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Sewerage and Water Board of New Orleans, represented by Ghassan Korban, Executive Director (the “**Board**”), pursuant to the authority granted by Board resolution. The City and the Board may sometimes be collectively referred to as the “**Parties**”. The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

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

**WHEREAS**, the Board 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 has created a special fund designated as the City of New Orleans Infrastructure Maintenance Fund, with a sub-account named Sewerage and Water Board (the “**IMF**”), into which is deposited funds from taxes authorized and approved by the voters of New Orleans to be used by the City and the Board for infrastructure maintenance, and other funds, including but not limited to a fee, designated by lawful authority for deposit in the fund;

**WHEREAS**, effective July 1, 2019, Act 169 of the 2019 Regular Session of the Louisiana Legislature authorized the City to impose an occupancy tax on short-term rentals, not to exceed six and three-quarters percent of the rent or fee charged for such occupancy, provided a proposition authorizing the levy of the tax was approved by a majority of the electors of the city (referred to as the Short-Term Rental or STR Occupancy Tax):

**WHEREAS**, on November 16, 2019, pursuant to City Council Resolution No. R-19-308, a majority of the electors of the city authorized the levy of the STR Occupancy Tax;

**WHEREAS**, the City has or will adopt an ordinance to impose the STR Occupancy-Tax, with proceeds to be dedicated to the infrastructure fund of the City pursuant to Act 169;

**WHEREAS**, the City has or may authorize or provide for additional means of generating revenue, including without limitation, sources of funds commonly referred to as the Local Privilege and Lost Penny, whose proceeds are to be used for the Infrastructure Maintenance Fund as provided in the City Code of New Orleans, Sections 70-415.278 through 70-415.282, as may be amended;

**WHEREAS**, on August 6, 2019, the Mayor signed Executive Order LC 19-02, creating the Infrastructure Advisory Board (“**Advisory Board**”) to review the Board's spending of IMF funds and to provide related recommendations;

**WHEREAS**, the City and the Board desire to enter into a cooperative endeavor agreement for the purpose of establishing the procedures, requirements, and reporting obligations for transfers and use of IMF funds by the Board;

**WHEREAS**, the City and the Board agree that their mutual goals and objectives satisfy a legitimate and objective public purpose as the transfer and use of IMF funds by the Board will serve to improve and maintain the water, sewer, and drainage infrastructure for the City of New Orleans, and in turn improve the health, welfare, and safety of the citizens of New Orleans;

**WHEREAS**, the Board will use IMF funds in accordance with applicable requirements and restrictions to build and maintain water, sewer, and drainage infrastructure; and

**WHEREAS**, the City will remit authorized IMF funds to the Board for use on allowed activities.

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

## **ARTICLE I - THE BOARD'S OBLIGATIONS**

### **A. Reporting.**

1. **Finances.** The Board will submit to the Advisory Board and City:
  - i. A complete and detailed written accounting of revenues and expenditures made pursuant to this Agreement at least five working days before each Advisory Board meeting (or at such other time as reasonably requested by the Advisory Board or City). Each accounting will cover the previous quarter or the period of time since the last accounting was provided to the Advisory Board, whichever is greater.
  - ii. A complete and detailed year-end written accounting of revenues and expenditures made pursuant to this Agreement, which is due on or before June 30 of each year. The records must include, at a minimum, sufficient detail to allow for compliance with City Code Section 70-415.281;
  - iii. Any additional documentation, including supporting documentation, financial information, or project related information requested by the Advisory Board; and
  - iv. Any additional documentation requested by the City.
2. **Completed Work.** At each Advisory Board meeting, the Board will provide a review of the work completed in the previous quarter with the use of IMF funds. The Board and Advisory Board will coordinate so that the Board can provide an adequate level of detail regarding the review of completed work.

3. **Future Work.** At each Advisory Board meeting, the Board will provide a summary of work planned for the upcoming quarter with the use of IMF funds. The Board and Advisory Board will coordinate so that the Board can provide an adequate level of detail regarding the planned work.

**B. Board Obligations.** The Board will, in addition to the above, perform or cause to be performed the following:

1. Only expend or use IMF funds in accordance with City Code Section 70-415.279, as may be amended from time to time.
2. Only expend or use IMF funds in accordance with any additional restrictions, of whatever nature, imposed or related to specific funding sources for the IMF. When the City becomes aware of any new restrictions, it will promptly notify the Board in writing of such restrictions, when such restrictions will become effective, and the funds so restricted (if less than the entire amount provided to the Board).
3. Obtain all required governmental regulatory reviews and approvals required in connection with the particular project.
4. As applicable, comply with pertinent local and state laws concerning the bidding of work and the expenditure of public funds by the City, including, but not limited to, La Rev. Stat. § 38:2212, *et seq.*, and award projects to the lowest responsive and responsible bidder in accordance with the Louisiana Public Bid Law, and on request provide the City with documentation of the process used in obtaining design or construction bids;
5. Provide all documentation reasonably requested by the Advisory Board or City to show funds were expended in compliance with this Agreement and any applicable local, state, and federal regulations and statutes, notwithstanding any approved waivers, that are applicable to the use of said funds;
6. As requested by the Advisory Board or the City, allow periodic access during normal business hours to the sites by Advisory Board or City representatives to review progress of any work;

**C. Board Representations & Warranties.** The Board will represent and warrant that:

1. The Board has not employed or retained any entity or person, other than a bona fide employee or professional working solely for the Board, to solicit or secure this Agreement nor has the Board paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting the Board in securing this Agreement. The Board acknowledges its understanding that any gifts made or fees paid in contravention of this representation and warranty shall be considered bribery pursuant to City Code Section 70-509 and shall subject the offender to criminal penalties in addition to suspension from participation in the City contracting process for a period of not less than three years. The execution of this Agreement by the Board's duly authorized representative shall be deemed a sworn

statement by the Board of its compliance with this representation and warranty, as required by City Code Section 46-51;

2. The Board, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding and enforceable against the Board in accordance with its terms;
3. The Board is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way its performance of any obligations hereunder;
4. The Board has the requisite expertise, qualifications, and staff to enable it to fully perform its obligations under this Agreement;
5. As of the Effective Date of this Agreement, the Board has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations, or its ability to fulfill its obligations under this Agreement;
6. The Board is not in breach of any federal, state, or local statute or regulation applicable to the Board or its operations that would materially affect the Board's obligations under this Agreement;
7. The Board, to the best of its ability, will complete, or cause to be completed, delivery of the selected projects in accordance with information presented to the Advisory Board; and
8. The Board 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.

**D. Reliance on Representation, Warranties, and Covenants.** All representations, warranties, covenants, and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the received party.

## **ARTICLE II - ADVISORY BOARD**

**A. Administration.** The Advisory Board will:

1. Review Board overviews of future work.
2. Review Board reports of work completed.
3. Make recommendations to the Board and City regarding the Board's receipt and expenditure of IMF funds.
4. Hold all meetings in accordance with its own rules and by-laws, as well as state law regarding public meetings.

**B. Reporting.** The Advisory Board will:

1. Provide quarterly reports of its activities to the City and the Board.
2. Provide to the City quarterly and year-end reports on the Board's administration of IMF funds, which shall include at a minimum a complete and detailed written

accounting of revenues and expenditures of IMF funds made pursuant to this Agreement.

### **ARTICLE III - THE CITY'S OBLIGATIONS**

**A. Administration.** The City will:

1. Administer this Agreement through the Department of Public Works;
2. Monthly remit IMF funds to the Board, as provided in Article IV – IMF Fund. Such remittance may occur via electronic transfer. Required supporting documentation shall include at least Advisory Board minutes reflecting the Board's proposed plan of work, a monthly invoice submitted electronically via the City's supplier portal, and the anticipated amount of funds approved for use by the Board. The City may request any additional documentation necessary to justify or confirm any past or proposed transfer of funds.

### **ARTICLE IV- IMF FUND**

**A. Overview.**

1. Of the revenue deposited into the IMF, seventy-five percent will be made available to the Board. The remaining twenty-five percent of revenue deposited into the IMF will remain with the City for use by the City's Department of Public Works.
2. The City may deposit and use other funds in the Infrastructure Maintenance Fund that are not part of the sub-account named Sewerage and Water Board (IMF). Funds not placed in the sub-account named Sewerage and Water Board (IMF) shall not be included in, shall not be considered, and are not part of the funds to be split 75/25 between the Board and City.
3. IMF funds will be provided to the Board on a regularly occurring monthly basis, subject to the requirements of this Article IV. However, only funds received by the City, deposited in the IMF, allocated by the City Council, and properly made available to the Board will be subject to transfer. This Agreement creates no right in the Board to any future funds that may be placed in the IMF or that could be allocated to the Board.

**B. Requirements and Limits on Funds:**

1. No City funds are obligated to the Board or for Board projects as a result of this Agreement. The Parties agree the following listed conditions shall be suspensive conditions to any payments, partial or full, from City to the Board: allocation of funds by the City Council; compliance with all other notification, reporting, and restrictions on IMF funds; and availability of funds in the IMF. All risk of non-payment, for any reason, shall be exclusively borne by the Board.
2. The Board acknowledges that no part of this Agreement will constitute a warranty to the Board of any eligibility or right to IMF funds.
3. **Limitation on Available Funding.** The City will not be liable for any costs or expenses paid or incurred by the Board in excess of the amounts properly

transferred to the Board under this Agreement, except as may be specifically set forth in a duly authorized amendment. The Board agrees to provide or obtain all funding for its projects not provided by the IMF funds.

4. **No Payment for Services Beyond Scope of Agreement.** Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request the Board to provide services that would result in the performance of services beyond the scope of this Agreement, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such services and/or expenditures. The City shall not be required to reimburse or compensate the Board for any services that are provided by the Board that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

C. **Non-Compliance.** If the City determines the Board's expenditures, in whole or in part, were not in accordance with any restrictions on IMF funds, then the City expressly reserves its rights to any available remedy, including without limitation, the rights to seek return of all or part of the IMF funds provided to the Board and to cease any future transfers of the IMF funds. In the event of the Board's non-compliance, the City will provide the Board written notice of such non-compliance and 30 days to cure the non-compliance, or, if such non-compliance cannot be cured within 30 days, the Board will be permitted 30 days to provide the City a plan to cure such non-compliance. If the non-compliance is such that a plan to cure is required, the Board shall be obligated to proceed with its plan in a commercially expeditious fashion at all times.

#### **ARTICLE V- MAINTENANCE AND OPERATION**

Following completion of projects, the Board, at its sole cost and expense, shall maintain the completed projects in first class condition, good working order, and free from defects. Following completion of projects, the Board shall be fully responsible for the condition and operation of the completed projects.

#### **ARTICLE VI- DURATION AND TERMINATION**

A. **Term.** The term of this agreement shall be for 5 years from the Effective Date, subject to Art. XII(V) (Survival of Certain Provisions).

B. **Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. **Termination for Convenience.** The City or Board may terminate this Agreement at any time during the term of the Agreement by giving the other party written notice of the termination at least 30 calendar days before the intended date of termination.

D. **Termination for Cause.** The City or Board may terminate this Agreement for cause by providing written notice to the other party of such cause and 30 days to cure the cause, or, if such cause cannot be cured within 30 days, the other party will be permitted 30 days to provide a plan to cure such cause. If the cause is such that a plan to cure is required, the party shall be obligated to proceed with its plan in a commercially expeditious fashion at all times. "Cause" includes without limitation any failure to perform any obligation or abide by

any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the City prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the Board or City; no further notice will be required.

**E. Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds by the City, sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

## **ARTICLE VII - INDEMNITY**

**A. Board's Duty to Indemnify the City.** To the fullest extent permitted by law, the Board will protect, defend, indemnify, and hold harmless the City, its agents, elected officials, employees, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, actions, liabilities, losses, or costs, arising out of or related to: (a) any actual or alleged act or omission in the performance of this Agreement by the Board, its employees, contractors, subcontractors, vendors, agents, or assigns, or (b) any act outside the scope of this Agreement by the Board, its employees, contractors, subcontractors, vendors, agents, or assigns. The Board will also be responsible for, and will protect, defend, indemnify, and hold harmless the Indemnified Parties from any claims, actions, administrative proceedings, penalties, fines, loss of funds, or reimbursements, arising out of or in any way relating to the Board’s receipt or use of funding under this Agreement.

**B. Limitation.** The Board’s indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Board nor any of its agents or employees contributed to such gross negligence or willful misconduct

**C. Independent Duty.** The Board has an immediate and independent obligation to, at the City’s option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Board is ultimately absolved from liability.

**D. Expenses.** Notwithstanding any provision to the contrary, the Board shall bear the expenses including, but not limited to, the City’s reasonable attorneys’ fees and expenses, incurred by the City in enforcing this indemnity.

## **ARTICLE VIII- INSURANCE**

**A.** Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Board shall maintain or require their contractor to provide the following insurance in full force and effect for the duration of the work under this Agreement. The Board shall retain the right to self-insure for any and/or all of the following required insurance coverages:

**1. Minimum Requirements:**

- i. Commercial General Liability (CGL): Including contractual liability insurance,



products and completed operations, personal injury, bodily injury, property damage, advertising injury, abuse and molestation, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

- ii. Workers' Compensation: as required by the State of Louisiana, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iii. Professional (Errors and Omissions) Liability Insurance: Insurance appropriate to the Contractor's profession with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract.

The policy shall be amended to include independent contractors and volunteers providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six months.

- iv. Automobile Liability Insurance: Using Insurance Services Office (ISO) Form Number CA 00 01 or its substantial equivalent including liability coverage for all autos owned, rented, hired or borrowed as well as liability for mobile equipment subject to compulsory insurance or financial liability laws or other motor vehicle insurance laws with limits of not less than \$1,000,000 per accident for bodily injury or property damage. If applicable, policy to include the Broad Form Transportation Pollution Form CA 99 48, or most current form available.
  - v. Umbrella Insurance: Limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance in the amount of not less than \$5,000,000.
  - vi. Crime Insurance: Contractor shall maintain coverage to include but not limited to employee dishonesty, forgery or alteration, on premises, computer crime/fraud with limits of not less than the total of all funds received by S&WB per year.
2. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. Additional Insured Status. The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming The City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used) CG 20

37 forms if later revisions used).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all of the requirements stated herein.

The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06-City Hall, New Orleans, LA 70112.

The Additional Insured Box must be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation /Employers Liability and Property.

- ii. Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.
  - iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.
  - iv. Waiver of Subrogation. The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.
  - v. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, expire or altered except with prior notice to the City of no less than 30 days.
  - vi. Acceptability of Insurers. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
  - vii. The obligations of the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the contract/agreement.
3. The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 - Ref.: CEA) within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:
    - i. Copies of all policies of insurance, including all policies, forms, and endorsements;
  4. Without notice from the City, the Contractor will:

- i. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- ii. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

#### **ARTICLE IX - RETENTION, ACCESS, AND OWNERSHIP OF RECORDS**

A. **Retention.** The Board agrees 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 Board's profession for a period of three (3) years after the termination of this Agreement, or such longer period of time required by the City. All accounting records shall be maintained in accordance with generally accepted principles and practices.

B. **Right to Audit; Access.** At any time during normal business hours, upon receipt of reasonable notice and as often as the City may deem necessary, the Board shall make all data, records, reports, and all other materials relating to this Agreement available to the City for examination and copying.

C. **Ownership.** All data collected and all products of work prepared, created, or modified by the Board in the performance of this Agreement, including, without limitation, any and all plans, 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, and any related intellectual property, but excluding the Board's personnel and administrative records and any proprietary tools, systems, and information used by the Board to perform the services under this Agreement (collectively, "**Work Product**") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Board's consent and for no additional consideration to the Board

#### **ARTICLE X – HIRENOLA PROGRAM**

The Board agrees to abide by City Code sections 70-496, *et seq.*, to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the Board fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

#### **ARTICLE XI – NON-DISCRIMINATION**

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Board (1) will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Board's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental

disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry,

**B. Non-Discrimination.** In the performance of this Agreement, the Board will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Board in any of the Board's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Board. The Board agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

**C. Incorporation into Subcontracts.** The Board will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**D.** The City may terminate this Agreement for cause if the Board fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

## **ARTICLE XII - NOTICE**

**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  
Department of Public Works  
City of New Orleans  
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 the Board:

Ghassan Korban  
Executive Director

Sewerage and Water Board of New Orleans  
625 St. Joseph Street  
New Orleans, LA 70165

&

Special Counsel  
Sewerage and Water Board of New Orleans  
625 St. Joseph Street  
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. Notification of Change.** 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 XIII - ADDITIONAL PROVISIONS**

**A. 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.

**B. Assignment.** This Agreement and any part of the Board's interest in it are not assignable or transferable without a validly executed written amendment hereto. This Agreement shall inure to and be binding upon the parties hereto and their respective successors and permitted assigns.

**C. Voluntary Execution.** The parties have read and fully understand the terms, covenants, and conditions set forth in this Agreement and are executing the same willingly and voluntarily of their own volition.

**D. Acknowledgment of Exclusion of Workers' Compensation Coverage.** The Board expressly agrees and acknowledges that it is an independent contractor as defined in La R. S. § 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this Agreement, that the City shall not be liable to the Board for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of La R.S. § 23:1034, anyone employed by the Board shall not be considered an employee of the City for the purpose of Workers' Compensation coverage.

**E. Waiver of Benefits.** The City and the Board each agree and understand that the Board, acting as an independent agent, or its respective employees shall not receive any sick or annual leave, health or life insurance, pension, or other benefits from the City.

**F. Jurisdiction.** The Board consents to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas of jurisdiction on account of residence elsewhere.

**G. Choice of Law.** Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**H. Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorneys' fees and the costs and expenses incurred therein in addition to any other right of recovery.

**I. Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the 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 the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Board on the basis of which party drafted the uncertain or ambiguous language. 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. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

**J. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

**K. Fiscal Funding for the City's Obligations.** The fulfillment of the City's obligations under this Agreement are contingent upon the availability of funds to fulfill such obligations. If, for any reason, funds are no longer available to provide for the support of this Agreement, the Agreement shall terminate without further penalty to the City. If this Agreement is terminated due to insufficient funds, the Board shall be notified in writing of the same prior to termination.

**L. Limitations of the City's Obligations.** The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

**M. 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 to this Agreement.

**N. Non-Solicitation Statement.** The Board has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Board has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

**O. 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 constitute a waiver of either party's right to insist upon such compliance, exercise such right, or seek any available remedy with respect to that default, breach, or defective performance, or any prior, contemporaneous, or subsequent default, breach, or defective performance.

**P. Prohibition of Financial Interest in Agreement.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or

employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Board, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Board pursuant to this Agreement without regard to the Board's otherwise satisfactory performance of the Agreement.

**Q. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**R. Remedies Cumulative.** No remedy set forth in the 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.

**S. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

**T. Survival of Certain Provisions.** All representations and warranties and all obligations concerning insurance, records retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

**U. Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

#### **ARTICLE XIV - COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

#### **ARTICLE XV- ELECTRONIC SIGNATURE AND DELIVERY**

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

**[The remainder of this page is intentionally left blank]**

**[SIGNATURES CONTAINED ON NEXT PAGE]**



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

**CITY OF NEW ORLEANS**

BY: \_\_\_\_\_  
LATOYA CANTRELL, MAYOR

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

**FORM AND LEGALITY APPROVED:**

Law Department

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

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

BY: \_\_\_\_\_  
GHASSAN KORBAN, EXECUTIVE DIRECTOR

Signed on this of \_\_\_\_\_, 20\_\_

**FORM AND LEGALITY APPROVED:**

Special Counsel

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

**GENERAL SUPERINTENDENT RECOMMENDATIONS  
FOR THE JUNE 10, 2020  
FINANCE AND ADMINISTRATION COMMITTEE MEETING**

A listing of the bids, change orders, amendments and final acceptances received during the month of May is included in the following report. A brief summary is attached for your review.

**CHANGE ORDERS (1)**

Page 4 R-074-2020	Ratification of Change Order No. 10 for Contract 1368 – Hazard Mitigation Grant Program - Oak Street Pumping Station Rehabilitation
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**CONTRACT AMENDMENTS (2)**

Page 10 R-061-2020	Ratification of Contract Amendment No. 4 for Professional Services Between the Sewerage and Water Board of New Orleans and Linfield, Hunter & Junius for Design and Engineering Services for the Water Line Replacement Program
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Page 15 R-073-2020	Ratification of Contract Amendment No. 4 for Professional Services Between the Sewerage and Water Board of New Orleans and Neel Schaffer, Inc. for Design and Engineering Services for the Water Line Replacement Program
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**FINAL ACCEPTANCES (1)**

Page 21 R-075-2020	Final Acceptance for Contract 2131 – Installation of New Water, Sewer and Drain Services Throughout Orleans Parish
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**OTHER RECOMMENDATIONS (1)**

Page 26 R-076-2020	Resolution Affirming Emergency Declaration At New And Old River Intakes
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I, Robert Turner, P.E., General Superintendent,  
Sewerage and Water Board of New Orleans, do hereby  
certify that I have reviewed and approved the  
General Superintendent's Recommendations  
for the June 10, 2020  
Finance and Administration Committee Meeting.

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**Robert Turner, P.E.,**  
GENERAL SUPERINTENDENT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

# **GENERAL SUPERINTENDENT'S RECOMMENDATIONS**

## **CHANGE ORDERS**

**RATIFICATION OF CHANGE ORDER NO. 10 FOR CONTRACT 1368 – HAZARD MITIGATION GRANT PROGRAM - OAK STREET PUMPING STATION**

**WHEREAS**, the Sewerage and Water Board entered into Contract 1368 with MR Pittman Group in the amount of \$23,092,500.00 for FEMA funded repairs to the Oak Street Pumping Station; and,

**WHEREAS**, the Board by Resolution R-021-2018 approved on February 21, 2018 Change Order No. 1 increasing the contract value by \$1,303,043.27; and,

**WHEREAS**, the Board by Resolution R-046-2018 approved on April 18, 2018 Contract Change Order No. 2 increasing the contract value by \$256,436.17; and,

**WHEREAS**, the Board by Resolution R-114-2018 approved on August 15, 2018 Contract Change Order No. 3 increasing the contract value by \$2,032,389.01; and,

**WHEREAS**, the Board by Resolution R-010-2019 approved on January 16, 2019 Contract Change Order No. 4 increasing the contract value by \$831,352.85; and,

**WHEREAS**, the Board by Resolution R-100-2019 approved on May 15, 2019 Contract Change Order No. 5 increasing the contract value by \$299,261.24; and,

**WHEREAS**, the Board by Resolution R-117-2019 approved on August 21, 2019 Contract Change Order No. 6 increasing the contract value by \$1,228,610.03; and,

**WHEREAS**, the Board by Resolution R-184-2019 approved on December 18, 2019 Contract Change Order No. 7 increasing the contract value by \$174,766.42; and,

**WHEREAS**, the Board by Resolution R-043-2020 approved on April 22, 2020 Contract Change Order No. 8 increasing the contract value by \$176,060.02; and,

**WHEREAS**, the Board by Resolution R-067-2020 approved on May 20, 2020 Contract Change Order No. 9 increasing the contract value by \$87,189.21; and

**WHEREAS**, this Change Order represents one (1) work item, Field Change Order 51. This Change Order represents costs associated with the special requirements from the U.S. Army Corps of Engineers (USACE) when excavating within 1000 feet of a levee, specifically the backfilling of the previous excavation; and,

**WHEREAS**, this Change Order, in the amount of \$423,577.17, brings the accumulated Contract change order total to \$6,812,685.39, or 27.67% of the original Contract value.

**NOW THEREFORE BE IT RESOLVED**, that approval of Change Order No. 10 for Contract 1368 is approved by the Sewerage and Water Board of New Orleans bringing the accumulated Contract Total to \$29,905,185.39.

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I, Ghassan Korban, 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 Meeting of said Board,  
duly called and held, according to law, on  
June 17, 2020.

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**Ghassan Korban,**  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**Sewerage and Water Board of New Orleans  
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**



**ACTION REQUESTED**

**CONTRACT CHANGE ORDER/AMENDMENT/AWARD**

**CONTRACT 1368 – Change Order 10**

Approval to modify contract # Contract 1368 - HMGP Oak Street Pump Station Upgrade and Rehabilitation Project, between the Sewerage and Water Board and M.R. Pittman Group, LLC, in the amount of \$423,577.17

**CONTRACTOR/SUB/VENDOR INFORMATION**

PRIME:	SUBS:	DBE PARTICIPATION GOAL: 11%	
		Target	Actual (as of 3/19/20)
<b>M. R. Pittman Group, LLC</b>	<b>The Beta Group.</b>	<b>0.21%</b>	<b>0.03%</b>
	<b>Landrieu Concrete</b>	<b>0.64%</b>	<b>0.38%</b>
	<b>C Watson Group, LLC.</b>	<b>1.43%</b>	<b>0.92%</b>
	<b>JEI Solutions, Inc.</b>	<b>9.70%</b>	<b>7.8%</b>
	<b>Blue Flash Sewer Service, Inc.</b>	<b>N/A</b>	<b>2.48%</b>
	<b>J. Brown Construction, LLC</b>	<b><u>N/A</u></b>	<b><u>0.15%</u></b>
	<b>Total</b>	<b>11.98%</b>	<b>11.76%</b>

**DESCRIPTION AND PURPOSE**

Original Contract Value:	\$23,092,500.00
Previous Changes Orders:	\$6,389,108.22
% Change of Contract:	27.67%
Value of Requested Change:	\$423,577.17
% Change of Contract:	1.83%
Has an NTP been issued	Yes



**Total Revised Contract Value:** \$29,905,185.39  
 % Change of Contract to Date: 29.5%  
 Original Contract Completion Date: June 16, 2019  
 Current Contract Completion Date: 3/24/2020  
 Time Extension requested: 153 days  
**Proposed Contract Completion Date:** 10/22/2020

**Purpose and Scope of the Contract:**

This contract consists of the upgrade to and rehabilitation of the existing Oak Street Pump Station located at the intersection of General Ogden Street and Oak Street. The work includes but is not limited to demolition of existing pumps, valves, piping, electrical, controls, HVAC, rooms, grating system, supports, concrete and other components within the station. Installation of new pumps, piping, valves, HVAC, electrical gear, controls, rooms, structural modifications, upgrading the hoist, buried valve and flow meter replacement, cleaning and inspection of existing piping along with other associated and detailed work.

**Reason for Change**

Design error/Omission <input type="checkbox"/>	Differing Site condition <input checked="" type="checkbox"/>	Regulatory Requirement <input checked="" type="checkbox"/>	Design Change <input type="checkbox"/>	Other <input type="checkbox"/>
--	--	--	--	--------------------------------

A significant portion of the work done under this contract was located within 1000 feet of the Mississippi River levees. This work includes replacing two buried valves next to the Oak St. Pumping Station and the related piping work. The permit issued by Flood Protection Authority includes special requirements from the U.S. Army Corps of Engineers (USACE) on how to backfill this area to prevent compromising the levees. This change order represents the additional costs associated with those requirements.

The contractor will begin work on the backfill requirements once the river level drops below 11 feet.

**Spending to date:**

Cumulative Contract Value (as of 6/1/2020): \$29,481,608.22  
 Cumulative Contract Invoiced (as of 6/1/2020): \$28,850,768.44

### PROCUREMENT INFORMATION

<b>Contract Type:</b>	Base Bid	<b>Award Based On:</b>	Lowest Competitive Bid
<b>Commodity:</b>	Public Works Construction	<b>Contract Number:</b>	1368
<b>Contractor Market:</b>	Public Bid with DBE Participation		
<b>Compliance with procurement laws</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

### BUDGET INFORMATION

<b>Funding:</b>	CP 676	<b>Department:</b>	Mechanical Engineering
<b>System:</b>	S/W/D	<b>Department Head:</b>	Gerald Pitalo
<b>Job Number:</b>	01368	<b>Purchase Order #:</b>	PG2019000045

### ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer System		
Water System		
Drainage System		
Grant - HMGP	100%	\$423,577.17
Other		
<b>TOTAL ESTIMATED RENEWAL DOLLAR AMOUNT</b>		\$423,577.17

# **GENERAL SUPERINTENDENT'S RECOMMENDATIONS**

## **CONTRACT AMENDMENTS**

**AUTHORIZATION OF CONTRACT AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND LINFIELD, HUNTER & JUNIUS, INC., FOR DESIGN AND ENGINEERING SERVICES FOR THE WATERLINE REPLACEMENT PROGRAM**

**WHEREAS**, pursuant to Resolution R-042-2012 approved March 15, 2012, **THE SEWERAGE AND WATER BOARD OF NEW ORLEANS** (Board) and **LINFIELD, HUNTER & JUNIUS, INC.**, (Consultant) executed an agreement dated September 10, 2012, for Consultant to provide engineering and design services for the Water Line Replacement Program (WLRP) for the Leonidas, Marlyville-Fountainbleau, East Carrollton and Black Pearl neighborhoods (the “Original Agreement”); and

**WHEREAS**, the fee under the Original Agreement was not to exceed 18% of the construction cost and the Consultant provided a DBE participation summary; and

**WHEREAS**, pursuant to Resolution R-161-2014 on August 20, 2014, the Board and Contractor executed Amendment No. 1 to the Original Agreement (as amended, the “Agreement”), adding program/project management services, design and inspection services for repair or replacement of drain lines damaged by Katrina as approved and funded by FEMA PWs for the City Department of Public Works, and payment of fees therefor; and

**WHEREAS**, the fee under Amendment No. 1 was not to exceed 10% of the construction cost; and

**WHEREAS**, pursuant to Resolution R-007-2020 on January 22, 2020, the Board and Contractor executed Amendment No. 2, amending the Agreement to delete any future program/project management services and all unaccrued program/project management services fees, to include engineering construction services in the RR009 Black Pearl, East Carrollton Group A and RR118 Marlyville-Fontainebleau Group C at a fee not to exceed \$26,274.82 (for a total fee not to exceed \$813,913.28) and to establish a contract expiration date of June 30, 2023; and

**WHEREAS**, the Board was in need of additional engineering construction services in projects RR008 Black Pearl Group B and RR009 Black Pearl Group C, and RR118 Marleyville Fontainebleau Group C at a fee not to exceed \$119,651.11 (for a total fee not to exceed \$933,564.39) and are currently executing Amendment No. 3 for same; and

**WHEREAS**, the Board is need of surveying, geotechnical, design and engineering construction service fees for RRTM006 Leonidas/Fig Transmission Main Project; and

**WHEREAS**, the Consultant is willing to perform the additional described services for \$832,977.91, for a total contract fee not to exceed \$1,766,542.30;

**NOW, THEREFORE BE IT RESOLVED**, that the President or President Pro Tem of the Sewerage and Water Board is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans Contract Amendment No. 4 to the existing agreement with Linfield, Hunter and Junius, Inc. to include design and engineering construction services for the RRTM006 Leonidas/Fig Transmission Main Project at a fee not to exceed \$832,977.91, for a total contract fee not to exceed \$1,766,542.30.

---

I, Ghassan Korban, 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 Meeting of said Board,  
duly called and held, according to law, on  
June 17, 2020.

---

**Ghassan Korban**  
**EXECUTIVE DIRECTOR**  
**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**Sewerage and Water Board of New Orleans**  
**BOARD OF DIRECTORS PROFESSIONAL SERVICES FACT SHEET**



**ACTION REQUESTED**

**Engineering Services Amendment to Professional Services Agreement**

**Linfield, Hunter & Junius, Inc.**

Approval of Contract Amendment No. 4 for \$ 832,977.91

**CONSULTANT/SUBCONSULTANT INFORMATION**

PRIME:	SUBS:	DBE PARTICIPATION:	
		Target	Actual
<b>Linfield, Hunter &amp; Junius, Inc. (LHJ)</b>	<b>Infinity Engineering Consultants, LLC</b>	<b>35%</b>	<b>0.0%</b>

**DESCRIPTION AND PURPOSE**

Original Contract: R-042-2012                      Fee not to exceed 18% of construction cost

Previous Amendments:

- |                            |  |
|----------------------------|--|
| 1. R-161-2014 PPM services | Fee not to exceed 10% of construction cost |
| 2. R-007-2020 RR009, RR118 | \$ <b>10,411.39</b> (See Below)            |

Value through Amendment no. 2:                      \$ **813,913.28**

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| 3. CMRC 30Apr20 - RR008, 009, 118 | \$ <b>119,651.11</b> (See Below) |
|-----------------------------------|----------------------------------|

Value through Amendment no. 3:                      \$ **933,564.39**

- |                        |                                  |
|------------------------|----------------------------------|
| 4. R-061-2020: RRTM006 | \$ <b>832,977.91</b> (See Below) |
|------------------------|----------------------------------|

Total Revised Value of Contract:                      **\$1,766,542.30**

Original Contract Dates:                      12/12/2012 through construction completion.

Time Extensions Authorized:                      6/30/2023 (Amend. No.2)

**Purpose and Scope of the Contract:**

Per R-042-2012 the Water Line Replacement Program agreement was entered into for the for the following neighborhoods: Leonidas, Marlyville-Fountainbleau, East Carrollton and Black Pearl. Infinity Engineering Consultants, LLC is the DBE firm at a 35% participation rate.

Per R-161-2014, Amendment No.1 added program/project management services; the fee was not to exceed 10% the cost of construction.

Per R-007-2020, Amendment No.2 incorporated the Settlement and rescinded program/project management services (-\$15,863.43) and established fees for engineering construction services for RR009 Black Pearl, East Carrollton Group A and RR118 Marlyville Fountainbleau Group C in the amount of \$26,274.82. The net change in contract fees is \$10,411.39.

Per CMRC meeting of 30Apr20, Amendment No.3 established design and engineering construction service fees: bid documents, design, bidding, construction administration, record drawings for RR008 – Black Pearl Group B, RR009 – Black Pearl Group C, RR118 – Marlyville-Fountainbleau Group C in the amount of \$119,651.11.

**Reason for Amendment:**

Negotiate Fee(s) and rates <input checked="" type="checkbox"/>	Differing Site condition <input type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>	Design Change <input type="checkbox"/>	Other: GOHSEP FEMA & CNO <input type="checkbox"/>
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Amendment No.4 will establish surveying, geotechnical, design and engineering construction service fees and rates for RRTM006 Leonidas/Fig Transmission Main Project totaling NTE \$832,977.91, broken out in the following amounts:

1. Geotechnical Engineering services: \$ 14,300 (Lump Sum)
2. Survey for Design Work: \$ 47,530.00 (Lump Sum)
3. Basic Engineering Services:
  - a. Phase II & III. Design: \$ 504,690.15 (Lump Sum)
  - b. DOTD Permitting: \$12,000.00 (Not to Exceed)
  - c. Phase IV. Bidding: \$ 32,737.00
  - d. Phase V. Construction Administration: \$ 133,955.66 (Lump Sum)
  - e. Phase VI. Record Drawings: \$ 30,648.58 (Lump Sum)
4. Resident Inspection Services: \$ 97,680.00 (Not to Exceed) at \$74/hour

**Potential Amendments Through the End of the Contract:**

Staff is negotiating fees related to bid documents, design, bidding, construction administration, record drawings, and resident inspection for the following projects:

3rd Wave RR033 - East Carrollton Group B, RR098 – Leonidas Group C, RR119 - Marlyville-Fontainebleau Group D, RR120 - Marlyville-Fontainebleau Group E

4th Wave RR034 - East Carrollton Group C, RR099 – Leonidas Group D, RR121 - Marlyville-Fontainebleau Group F, RR122 - Marlyville-Fontainebleau Group G, RR123 - Marlyville-Fountainbleau Group H

**Spending:** 12/12/2012 to 4/01/2020: \$ 459,026.46

**Contractor's Past Performance:**

The designer's timeliness of deliverables, conformance to SWBNO policies and procedures, quality meet expectations. To date the consultant has not achieved a DBE



participation rate of 35%. DBE participation will be met by Resident Inspection Services during Construction.

#### PROCUREMENT INFORMATION

<b>Contract Type:</b>	Professional Services	<b>Award Based On:</b>	Best Qualified
<b>Commodity:</b>	Engineering Services	<b>Contract Number:</b>	PW 20484, PW 20769, & PW 21031
<b>Contractor Market:</b>	Public RFQ with DBE participation		
<b>Compliance with procurement laws</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

#### BUDGET INFORMATION

<b>Funding:</b>	CP 175-13	<b>Department:</b>	JIRR
<b>System:</b>	Water	<b>Department Head:</b>	Mark D Van Hala PE
<b>Job Number:</b>	A1369FEM	<b>Purchase Order #:</b>	PG20196000146

#### ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water		
Drainage		
Grant		
Other – FEMA (PW 20484, PW 20769, & PW 21031)	100%	\$ 832,977.91
<b>TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT</b>		\$ 832,977.91

**AUTHORIZATION OF CONTRACT AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND NEEL SCHAFFER, INC, FOR DESIGN AND ENGINEERING SERVICES FOR THE WATERLINE REPLACEMENT PROGRAM**

**WHEREAS**, by Resolution R-043-2012 approved March 21, **the Sewerage and Water Board of New Orleans** (Board) authorized execution of a contract with **NEEL-SCHAFFER, INC.** (Contractor) to provide engineering and design services for the Water Line Replacement Program for the City Park, Dixon and Mid City neighborhoods, and pursuant to Resolution R-043-2012 the Board and Contractor entered into an agreement on September 10, 2012 (the “Original Agreement”); and

**WHEREAS**, the fee under the Original Agreement was not to exceed 18% of the construction cost and the Consultant provided a DBE participation summary; and

**WHEREAS**, by Resolution R-164-2014, the Board authorized amending the Agreement to include program/project management services, design and inspection services of repair or replacement of drain lines damaged by Katrina as approved and funded by FEMA PWs for the City Department of Public Works, and payment of fees therefor; and

**WHEREAS**, pursuant to Resolution R-164-2014, the Board and Contractor executed Amendment No. 1 dated September 17, 2014, for program/project management services, design and inspection services of repair or replacement of drain lines and for compensation of survey work in accordance with FEMA recommended policy; and

**WHEREAS**, the fee under Amendment No. 1 was not to exceed 10% of the construction cost; and

**WHEREAS**, by Resolution R-083-2019, the Board authorized amending the Agreement to establish engineering and design services fees and rates in the City Park, Dixon and Mid City neighborhoods, in an amount of \$75,253.81 for a total fee not to exceed \$735,317.20; and

**WHEREAS**, pursuant to Resolution R-083-2019 the Board and Contractor executed Amendment No. 2 dated March 19, 2020; and

**WHEREAS**, by Resolution R-037-2020, the Board authorized amending the Agreement to extend the Agreement through June 20, 2023, and to establish fees and rates for RR201 Taft Place, RR025 City Park Group A, RR125 Mid City Group B, RR126 Mid City Group C, RR127 Mid City Group D, RR128 Mid City Group E, RR014 BW Cooper, Gert Town, Dixon Group A, RR017 BW Cooper, Gert Town, Dixon Group D, and RR019 BW Cooper, Gert Town, and Dixon Group F in the amount of \$ \$438,202.32 for a total fee not to exceed \$742,469.93, which should have been set forth as \$1,173,519.54;

**NOW, THEREFORE BE IT RESOLVED**, that the President or President Pro Tem of the Sewerage and Water Board is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans Contract Amendment No. 4 to the current agreement with Neel-Schaffer, Inc., stating that the total fee authorized to be paid to Neel-Schaffer, Inc. is not to exceed \$1,173,519.54, through and including June 30, 2023.

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I, Ghassan Korban, 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  
June 17, 2020.

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**Ghassan Korban,**  
EXECUTIVE DIRECTOR

**Sewerage and Water Board of New Orleans**  
**BOARD OF DIRECTORS PROFESSIONAL SERVICES FACT SHEET**



**ACTION REQUESTED**

**Engineering Services Amendment to Professional Services Agreement**

**Neel-Schaffer Inc. WLRP Agreement**

Authorization of Contract Amendment No. 4 for \$431,049.61

**CONSULTANT/SUBCONSULTANT INFORMATION**

PRIME:	SUBS:	DBE PARTICIPATION:	
		Target	Actual
Neel-Schaffer Inc.	GoTech, Inc.	35%	18%

**DESCRIPTION AND PURPOSE**

Original Contract Value: Fee not to exceed 18% of construction cost

Previous Amendments:

- |                                   |  |
|-----------------------------------|--|
| 1. R-164-2014: PPM Services       | Fee not to exceed 10% of construction cost |
| 2. R-083-2019: Settlement         | \$ <b>735,317.20</b>                       |
| 3. R-037-2020: Fees for Projects  | \$ <b>7,152.73</b> (see below)             |
| 4. R-073-2020: Correct NTE Amount | \$ <b><u>431,049.61</u></b>                |

Total Revised Value of Contract: \$ **1,173,519.54**

Original Contract Dates: 09/10/2012 to end of construction.

Time Extensions Authorized: 5/30/2022 (Amendment No.2)

Revised End Date: 6/30/2023 (Amendment No.3)

**Purpose and Scope of the Contract:**

Per R-044-2012, our Water Line Replacement Program (WLRP) agreement provides engineering services for the following neighborhoods – City Park, Mid City and Dixon. GoTech, Inc. is the DBE firm at a 35% participation rate.

Per R-083-2019, Amendment No.1 added program/project management (PPM) services; the total fee for this service was not to exceed 10% the cost of construction.

Per R-083-2019, Amendment No.2 incorporated The FEMA Settlement, Clauses, FP&C State Guidelines and rescinded PPM services. Amendment No. 2 set engineering and construction services fees for RR025 City Park Group A, RR125 Mid City Group B and RR201 Taft Place.

Per R-037-2020, Amendment No. 3 set engineering and construction services fees in the amount of \$438,202.34 for the following projects: RR201 Taft Place, RR025 City Park Group A, RR125 Mid City Group B, RR126 Mid City Group C, RR127 Mid City Group D, RR128 Mid City Group E, RR014 BW Cooper, Gert Town, Dixon Group A, RR017 BW Cooper, Gert Town, Dixon Group D, RR019 BW Cooper, Gert Town, Dixon Group F. Amendment No. 3 set the Contract Completion Date as 6/30/2023.

**Reason for Amendment:**

Original Terms Plus Negotiated Fee <input checked="" type="checkbox"/>	Differing Site condition <input type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>	Design Modification <input type="checkbox"/>	Other <input type="checkbox"/> FEMA, GOHSEO & CNO
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Per R-073-2020, Amendment No. 4 corrects agreement not to exceed amount to \$1,173,519.54.

**Potential Amendments Through the End of the Contract:**

Engineering and construction services fees are being negotiated for RRTM005 Monroe, Spruce, Leonidas & Cohn Transmission Main Project.

**Spending To Date:** 09/10/2012 to 5/01/2020: \$ 414,489.34

**Contractor's Past Performance:**

The engineer's timeliness of deliverables, conformance to SWBNO policies and procedures meet expectations. To date the consultant has not achieved a DBE participation rate of 35% because remaining DBE participation will be met by Resident Inspection Services during Construction.

**PROCUREMENT INFORMATION**

<b>Contract Type:</b>	Professional Services	<b>Award Based On:</b>	Best Qualified
<b>Commodity:</b>	Engineering Services	<b>Contract Number:</b>	WLRP
<b>Contractor Market:</b>	Public RFQ with DBE participation		

<b>Compliance with procurement laws</b>	Yes <input checked="checked" type="checkbox"/>	No <input type="checkbox"/>
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<b>BUDGET INFORMATION</b>
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<b>Funding:</b>	CP 175-13	<b>Department:</b>	JIRR
<b>System:</b>	Water	<b>Department Head:</b>	Mark D Van Hala PE
<b>Job Number:</b>	A1369FEM	<b>Purchase Order #:</b>	PCCG192040451

ESTIMATED FUND SOURCE		
User	Share%	Dollar Amount
Sewer		
Water		
Drainage		
Grant		
Other – FEMA (21031)	100%	\$ 431,049.61
<b>TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT</b>		\$ 431,049.61

# **GENERAL SUPERINTENDENT'S RECOMMENDATIONS**

## **FINAL ACCEPTANCES**

**FINAL ACCEPTANCE FOR CONTRACT NO. 2131 - INSTALLATION OF NEW WATER, SEWER AND DRAIN SERVICE CONNECTIONS AT VARIOUS SITES THROUGHOUT ORLEANS PARSH**

**WHEREAS**, the Sewerage and Water Board entered into Contract No. 2131 with Fleming Construction in the amount of \$2,962,550.00 (Resolution Number R-064-2018, May 16, 2018); and,

**WHEREAS**, it was determined in the Board's best interest that the management of the installation of new water, sewer and drain service connections be performed by independent contractors and therefore terminated Contract 2131 with Fleming Construction; and,

**WHEREAS**, the TOTAL Contract expenditure was \$402,803.20, resulting in a \$2,559,746.80 decrease to the Contract value: and,

**WHEREAS**, Contract 2131 is ready for Final Acceptance by the Sewerage & Water Board of New Orleans; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Sewerage and Water Board of New Orleans that that the Final Acceptance is hereby approved.

---

I, Ghassan Korban, Executive Director,  
of the 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  
June 17,2020

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**Ghassan Korban,**  
**EXECUTIVE DIRECTOR**  
**SEWERAGE AND WATER BOARD OF NEW ORLEANS**



**Sewerage and Water Board of New Orleans  
BOARD OF DIRECTORS CONTRACT FACT SHEET**



**ACTION REQUESTED**

**CONSTRUCTION SERVICES AMENDMENT - RATIFICATION**

**New Utility Installation Services**

Approval to ratify the Final Acceptance of Contract 2131.

**CONTRACTOR/SUB/VENDOR INFORMATION**

<b>PRIME:</b>	<b>SUBS:</b>	<b>DBE PARTICIPATION GOAL BY CONTRACT (SPENT):</b>
<b>Fleming Construction</b>	<b>Cooper Contracting Group</b>	<b>3.7% (27.3%)</b>
	<b>F.P. Richard</b>	<b>.23% (1.72%)</b>
	<b>Hebert's Trucking</b>	<b>.68% (4.99%)</b>

**DESCRIPTION AND PURPOSE**

Original Contract Value:	\$2,962,550.00
Previous Amendments Value:	N/A
Current Amendment Value:	N/A
Original Contract Dates:	7/11/2018 to 7/11/2019
Time Extensions Authorized:	0 days
Additional time Requested:	Zero
No. of Option Years in Contract:	1
<b>Total Revised Value of Contract:</b>	<b>\$2,962,550.00</b>

**Purpose and Scope of the Contract:**

The SWBNO has provided a customer paid service to install new customer services for new water, sewer and drainage connections with inspection services additionally included.

**Reason for Amendment:**

This is for Final Acceptance of the contract as all work is completed.

**Spending Previous Years:**

Cumulative Contract Value: 7/11/2018 to 7/11/19: \$5,962,550.00

Cumulative Contract Spending: 7/11/2018 to 7/11/19: \$402,803.20

**Contractor's Past Performance:**

According to the Board's project manager, the Contractor's performance met all expectations. The contractor achieved a final **DBE participation of 34.01%** of the Contract Amount Spent - less than the contract goal of 36%, but acceptable as the S&WB terminated the Contract prior to completion of Contract duration.

**PROCUREMENT INFORMATION**

<b>Contract Type:</b>	Unit Price Basis	<b>Award Based On:</b>	Lowest Competitive Bid
<b>Commodity:</b>	Construction Services	<b>Contract Number:</b>	2131
<b>Contractor Market:</b>	Public Bid with DBE Participation		
<b>Compliance with procurement laws</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

**BUDGET INFORMATION**

<b>Funding:</b>	Capital (Customer Paid Services)	<b>Department:</b>	Networks
<b>System:</b>	Water, Sewer and Drainage	<b>Department Head:</b>	Fred Tharp

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount
Sewer Bonds	45%	\$181,261.44

Water Bonds	45%	\$181,261.44
Drainage Bonds	10%	\$40,280.32
Grant		
Other		
<b>TOTAL</b>		\$402,803.20

# **GENERAL SUPERINTENDENT'S RECOMMENDATIONS**

## **OTHER RECOMMENDATIONS**

**RESOLUTION AFFIRMING EMERGENCY DECLARATION AT NEW AND  
OLD RIVER INTAKES**

**WHEREAS**, on February 2, 2016, at 10:30 pm both River Intakes of the drinking water process for the East Bank of Orleans Parish were struck by the oil tanker Nordbay; and

**WHEREAS**, the Intakes contain sacrificial structures called “dolphins” that protect the Intakes and many of these were heavily damaged at both intake locations; and

**WHEREAS**, if the Intakes are damaged the raw water furnishing the drinking water supply for the City of New Orleans on the East Bank would be greatly compromised, and pose a significant risk to the health and safety of New Orleanians and visitors to the City; and

**WHEREAS**, on February 8, 2016, Durward Dunn, Inc. was given the task of supplying barges at both Intakes to temporarily protect them until the Intakes could be repaired; and

**WHEREAS**, thereafter the engineering firm Neel-Schaffer was hired on December 5, 2017, to analyze the Intake structures to consider improving said structures; and

**WHEREAS**, the barges are still in place, and it is no easy task to remove them, however, the work to repair the Intakes is scheduled to begin late 2020; and

**WHEREAS**, the barges will be removed when the work on the Intake structures begins, which is approximately January 2021. \$1,054,207.45 has been spent through December of 2020 and \$1,325,397.45 will have been spent through 2020 for additional barge rental and maintenance; and

**WHEREAS**, to date, there has been no official documentation of the emergency declaration for this accident.

**NOW THEREFORE**, the Board hereby ratifies that an emergency has existed since the February 2, 2016 incident when oil tanker Nordbay crashed into the River Intakes.

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I, GHASSAN KORBAN, 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 June 17, 2020.

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GHASSAN KORBAN, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**APPROVAL OF UPDATED INTERNAL AUDIT POLICY MEMORANDUM NO. 35**

**WHEREAS**, the Sewerage & Water Board of New Orleans Internal Audit Policy Memorandum No. 35 establishes the supervision, responsibilities, and procedures for the Internal Audit department.

**WHEREAS**, the Chief Audit Executive is responsible to the Audit Committee directly via Executive Management.

**WHEREAS**, the Internal Audit department is responsible to ensure to the Sewerage & Water Board's Audit Committee that departments within the Board are reviewed at appropriate intervals to determine whether they are operating effectively and efficiently.

**WHEREAS**, the Internal Audit department will follow required audit procedures during the performance of an audit or examination.

**NOW, THEREFORE, BE IT RESOLVED** that the Audit Committee for the Sewerage & Water Board of New Orleans approves of the revised Internal Audit Policy Memorandum No. 35.

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I, Ghassan Korban, 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 said Board, duly called and  
held, according to the Law,  
JUNE 10, 2020

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**GHASSAN KORBAN  
EXECUTIVE DIRECTOR  
SEWERAGE & WATER BOARD OF NEW  
ORLEANS**



SEWERAGE & WATER BOARD OF NEW ORLEANS

Inter- Office Memorandum

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POLICY MEMORANDUM  
NO. 35  
REVISED January 31,  
2020

DATE: February , 2020

FROM:

TO: ALL DIVISIONS, DEPARTMENTS AND BOARD

RE: INTERNAL AUDIT POLICY

I. PURPOSE

This memorandum is to establish the supervision, responsibilities, and procedures of the Internal Audit Department in support of the Internal Audit Charter.

II. SUPERVISION

The Chief Audit Executive is responsible to the Audit Committee directly via Executive Management. Administrative control is invested in the Executive Director and Chief Financial Officer for daily supervision. Operational control is invested in the Audit Committee for approval of work planning and work evaluation.

### III. RESPONSIBILITIES

A. The Internal Audit Department is responsible to ensure to the Sewerage & Water Board's Audit Committee that:

1. Departments within the Board are reviewed at appropriate intervals to determine whether they are effectively, efficiently and consistently carrying out their function of planning, accounting, directing and controlling, in accordance with management policies and instruction, and legislative authority by:
  - a. Auditing or examining at appropriate intervals the department and divisions of the Sewerage & Water Board.
  - b. Evaluating the information gathered and documented to form appropriate findings, opinions, and recommendations.
  - c. Reporting to management the findings, opinions, and recommendations of an audit or examination so that appropriate action can be taken.
  - d. Providing consultation in the implementation of recommendations proposed as a result of an audit or examination.
2. Recommendations, plans and actions from audit findings are discussed and evaluated for satisfaction both prior to and after disposition is taken; and where applicable to see that further discussions are held to achieve satisfactory disposition.
3. The Chief Audit Executive shall make an annual report to the Audit Committee setting forth the accomplishments of the prior calendar year, and the plans and goals for the coming year. Special reports to the Audit Committee may also be required from time to time.



B. In order for the Internal Audit Department to perform its functions, Management of the Sewerage & Water Board is responsible for the following:

1. Providing full, free and unrestricted access to Sewerage & Water Board's records, property and personnel, subject to the limitations mandated by policy 57.
2. Insuring full cooperation of personnel during the course of an audit or examination.

#### IV. PROCEDURES

The following represents a summary of the procedures the Internal Audit Department will follow during the performance of an audit or examination. The exceptions to these procedures are in the cases of a surprise and/or special audit in which fraud, theft or misappropriations are suspected. When such situations occur, the flow of information will be at the discretion of the Chief Audit Executive.

##### ~~A. Pre- Audit Procedures~~

1. The Internal Audit Department will notify in writing the Division Head, Department Head and Supervisor to be audited or examined as to the time, date, and location of the Pre-Audit Conference. The Internal Audit Department will also request certain specific items including but not limited to:
  - a. Procedural Manuals
  - b. A list of documents produced, used, or maintained by the auditee.

- c. A list of reports produced by or used by the auditee.
  - d. A list of personnel by classification and assignment employed.
  - e. Copies of the Financial Statements where applicable.
  - f. A list of the Journals and Ledgers being maintained.
  - g. Copies of office procedures not located in the procedural manuals.
2. At the Pre-Audit Conference, those in attendance will discuss general information. The Internal Audit Department will give a tentative date for the beginning of field work.
  3. Immediately after the Pre-Audit Conference, the auditors will conduct an internal control questionnaire with the audited supervisor. The auditors will use the internal control questionnaire along with other information gathered to determine the amount of testing of documentation.

#### B. Audit Procedures

1. The internal Audit Department will conduct audits or examinations to determine effectiveness, efficiency, uniformity and accuracy and internal controls. The Internal Audit Department will also determine if the audited entity is adhering to policies and procedures established by management, generally accepted accounting principles, and/or legislative authority.
2. In order to accomplish the above cited tasks, the Internal Audit Department must examine, verify and analyze the source and secondary documents and interview and observe employees.
3. An interim report will be issued to communicate information that requires immediate attention, changes in the audit scope and to keep management informed of audit progress during a lengthy audit. The interim report will not diminish or eliminate the need for a final report.
  - a. Disclosure and corrective actions must be discussed with the auditee during an interim conference. The auditee's written response including corrective action must be submitted to Internal Audit within seven working days.
  - b. If the internal auditor and the auditee are in disagreement, the written response from the auditee must delineate why they disagree within seven working days.

- c. During the internal review process, the Chief Audit Executive will review those critical findings and the auditee's response in detail for objectivity and cause. Only those findings that are not substantiated will be deleted from the report. Otherwise all findings will be cited and the auditee's response attached.

#### C. Post Audit Procedures

1. Upon completion of the audit, the auditors will conduct an exit conference. Notice of the exit conference and a draft audit report will be distributed to the individuals outlined in Section IV. A. 1.
2. At the exit conference, the findings and recommendations will be discussed.
3. Written response from the auditee must be made to the Audit Department within seven (7) working days from the exit conference. All responses will be attached to the final report.

Within ten working days of the response period, the final report will be issued by the Chief Audit Executive. If a second draft copy is necessary, all persons that responded to the original draft copy will be notified.

4. All final reports must be approved by the Chief Audit Executive. All final reports are addressed to the Executive Director, Chief Financial Officer, and the Audit Committee. The Internal Audit Department will distribute copies of the final report to the audited supervisor and to management in the Chain of Command above the supervisor.

#### D. Corrective Action

1. Within thirty working days of the issuance of the final report, the Deputy Director or General Superintendent will take corrective action and submit a follow-up report to the Executive Director. The Internal Audit Department should receive a copy of the follow-up report. This report will include but not be limited to:
  - a. A clear and concise explanation of what corrective actions are planned and implemented.
  - b. If no corrective actions have been taken and nor are scheduled to be taken, a clear and concise explanation of this decision must be given.
  - c. Internal Audit, at the discretion of the Chief Audit Executive, may conduct a review of the effectiveness of corrective actions taken. A report of this review will be delivered to the Executive Director, Chief Financial Officer, and the Audit Committee.

2. The Internal Audit Department will evaluate the follow-up report.  
This evaluation marks the end of the Auditing Process.

#### V. INQUIRIES

Any questions concerning the intent of this memorandum may be addressed to the Chief Audit Executive.

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EXECUTIVE DIRECTOR

**APPROVAL OF UPDATED INTERNAL AUDIT CHARTER**

**WHEREAS**, the Sewerage & Water Board of New Orleans Internal Audit department operates pursuant to a charter, as is required by the International Standards for the Professional Practices of Internal Auditing; and

**WHEREAS**, the Internal Audit Charter is established to define the roles and responsibilities of the Chief Audit Executive and the Internal Audit department staff; and

**WHEREAS**, upon adoption, the Internal Audit Charter authorizes the Internal Audit department and its staff to fulfill its mission with full support of the Audit Committee; and

**WHEREAS**, the key elements of the charter will allow the Internal Audit department to fulfill its mission to:

- Provide an independent, objective assurance and consulting services designed to add value and improve the organization's operations.
- Evaluate and improve the effectiveness of risk management, internal control, and governance processes

**NOW, THEREFORE, BE IT RESOLVED** that the Audit Committee for the Sewerage & Water Board of New Orleans approves of the Internal Audit Charter.

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I, Ghassan Korban, 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 said Board, duly called and  
held, according to the Law,  
JUNE 10, 2020

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**GHASSAN KORBAN**  
**EXECUTIVE**  
**DIRECTOR**  
**SEWERAGE & WATER BOARD OF NEW**  
**ORLEANS**



*Sewerage & Water Board of New Orleans*

## **Internal Audit Charter**

2020

## ***Policy***

It is the policy of the Sewerage & Water Board of New Orleans to support Internal Audit as an independent, objective assurance and consulting process, which examines and evaluates S&WB activities as a service to S&WB Management and the Board of Directors.

## ***Mission and Scope***

The mission of the Internal Audit Department is to provide independent, objective assurance and consulting services designed to add value and improve the organization's operations. It helps the organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

The scope of work of the Internal Audit Department is to determine whether the organization's network of risk management, control, and governance processes, as designed and represented by management, is adequate and functioning in a manner to reasonably ensure:

- Risks are appropriately identified and managed
- Interaction with the various governance groups occurs as needed
- Significant financial, managerial, and operating information is accurate, reliable, and timely
- Employees' actions are in compliance with policies, standards, procedures, and applicable laws and regulations
- Resources are economically acquired, efficiently used, and adequately protected.
- Programs, plans, and objectives are achieved.
- Quality and continuous improvement are fostered in the organization's control processes.
- Significant legislative or regulatory issues impacting the organization are recognized and addressed appropriately.

Opportunities for improving management control, profitability, and the organization's image may be identified during audits. They will be communicated to the appropriate level of management.

### ***Objectives***

The objectives for the Internal Audit Department are to:

- Monitor and evaluate internal controls; investigate actual potential lapses of control; and, make recommendations for improvement.
- Provide external audit support; coordinate annual audit, audit testing and audit findings; assist in preparing audit reports and letters of recommendations; and, communicate issues in a timely manner.
- Provide management advisory services during the planning, design, development, implementation, and post-implementation phases of significant computer-based systems to ensure adequate controls are designed and implemented in the system, system documentation is complete and accurate, the system is thoroughly tested before implementation, and the projected benefits are realized as a result of the system development activities.
- Perform business system risk assessments; anticipate, identify and assess risks to Board assets and activities; assess response to risk; determine efficiency and effectiveness of policies, procedures and internal controls in achieving objectives.
- Perform reviews of contractual agreements signed by the Board to ensure propriety of payments and compliance with significant contract provisions. Review the books and records of contractors, where appropriate, to validate charges and identify potential overpayments.
- Provide management advisory services and perform audits and reviews as requested by members of Board of Directors.

### ***Accountability***

The Internal Chief Audit Executive, in the discharge of his/her duties, shall be accountable to the Audit Committee and Executive Management to:

- Periodically provide an assessment on the adequacy and effectiveness of the organization's processes for controlling its activities and managing its risks in the areas set forth under the mission and scope of work.
- Report significant issues related to the processes for controlling the activities of the organization and its affiliates, including potential improvements to those processes, and provide information concerning the progress of actions to resolve the issues.
- Periodically provide information on the status and results of the annual audit plan and the sufficiency of department resources.
- Coordinate with and provide oversight of other control and monitoring functions (risk management, compliance, security, legal, ethics, environmental, external audit).



## ***Independence***

To provide for the independence of the Internal Audit Department, the Chief Audit Executive will report administratively to the Executive Management and operationally to the Audit Committee. When applicable, Internal Audit will include as a part of its reports to the Audit Committee a regular report on Internal Audit personnel.

## ***Responsibility***

### **Internal Audit**

The Chief Audit Executive and the staff of the Internal Audit Department have responsibility to:

- Develop a flexible audit plan using an appropriate risk-based methodology, including any risks or control concerns identified by management, and submit that plan to the Audit Committee for review and approval as well as periodic updates.
- Implement the annual audit plan, as approved, including as appropriate any special tasks or projects requested by management and the Audit Committee.
- Maintain a professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet the requirements of this Charter.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion.
- Issue periodic reports to the Audit Committee and management summarizing results of audit activities.
- Submit a periodic internal control system evaluation, to include recommendations resulting from business system audits, for the Audit Committee's review.
- Keep the Audit Committee informed of emerging trends and successful practices in Internal Auditing.
- Provide a list of significant Internal Audit measurement goals and results to the Audit Committee. The list will include audit plan accomplishments and needed revisions.
- Assist in the investigation of significant suspected fraudulent activities within the organization and notify management and the Audit Committee of the results.
- Consider the scope of work of the external auditor and regulators, as appropriate, for the purpose providing optimal audit coverage to the organization at a reasonable overall cost.
- Inform the Audit Committee and management in the event of significant business risk exposure in an appropriate and timely manner.
- Maintain confidentiality in all matters as appropriate.

## Management

Management, defined as the Executive Director, the Chief Financial Officer, the General Superintendent, the Special Counsel and the Deputy Director, are responsible for:

- Ensuring full cooperation with Internal Audit under the guidelines of this Charter.
- Developing and implementing action plans that address risks identified from audits or reviews. These action plans may include compliance with or implementation of appropriate controls that mitigate risk, risk acceptance, or risk transfer.
- Communicating action plans, in writing, which includes a timeline for completion.

## Audit Committee

The Audit Committee of the Sewerage & Water Board shall:

- Support this Charter
- Ensure the right of direct access by the Chief Audit Executive to the Audit Committee
- Conduct an annual meeting with the Chief Audit Executive to review the annual audit plan and internal control evaluation and to discuss other matters deemed appropriate.

## ***Authority***

The Chief Audit Executive and the staff of the Internal Audit Department are authorized to:

- Have full, complete, and unrestricted access to all functions, records, property, and personnel
- Have full and free access to the Audit Committee
- Allocate resources, set frequencies, select subjects, determine scopes of work, and apply the techniques required to accomplish audit objectives.
- Obtain the necessary assistance of personnel in units of the organization where they perform audits, as well as other specialized services from within or outside the organization.
- Internal Audit may assist, recommend investigation, and follow-up to determine that appropriate controls are implemented as necessary when fraud or irregularities are known or suspected. Internal Audit will inform the Audit Committee and management as appropriate.
- Chief Audit Executive will serve as Emergency Management Liaison to the City of New Orleans OEPHS during declared emergency

The Chief Audit Executive and the staff of the Internal Audit Department are not authorized to:

- Perform any operational duties for the organization or its affiliates.
- Initiate or approve accounting transactions external to the Internal Audit Department
- Direct the activities of any organization employee not employed by the Internal Audit department, except to the extent such employees have been appropriately assigned to audit teams or to otherwise assist the Internal Auditors.

*Standards of the Audit Practice*

The Internal Audit Department will meet or exceed the International Standards for the Professional Practice of Internal Auditing and Code of Ethics of The Institute of Internal Auditors.

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Andrew G. Nash  
Interim Chief Audit Executive

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Ghassan Korban  
Executive Director, Sewerage & Water Board of New Orleans

## EXECUTIVE SUMMARY

April 2020

As of the end of April 2020, with four months of the fiscal year completed, we are within or below the budget expectations. At this point, water and sewer revenues are slightly below the year to date budget by 1% and total operating expenditures are below year to date budget by 51%. A summary analysis of the financial results and other performance goals is attached for your further review.

(in millions)

	Annual Budget	YTD Budget	Actual	Actual/ Variance	Budget	Actual/YTD Budget %
Revenues (Operating)	\$ 269.0	\$ 89.7	\$ 89.0	\$ 0.7	33%	99%
Ad Valorem/Other	\$ 73.5	n/a	\$ 40.9	\$ 16.4	56%	n/a
Expenditures	\$ 321.0	\$ 107.0	\$ 61.4	\$ 45.6	19%	57%

YTD = Year to Date (through April)

YTD Budget assumes revenues and expenditures are collected and spent evenly throughout the year. Ad Valorem taxes are generally collected in the first quarter of each year. In 2020, tax receipt processing from the City has been slowed in consequence the cyberattack on the City in late 2019.

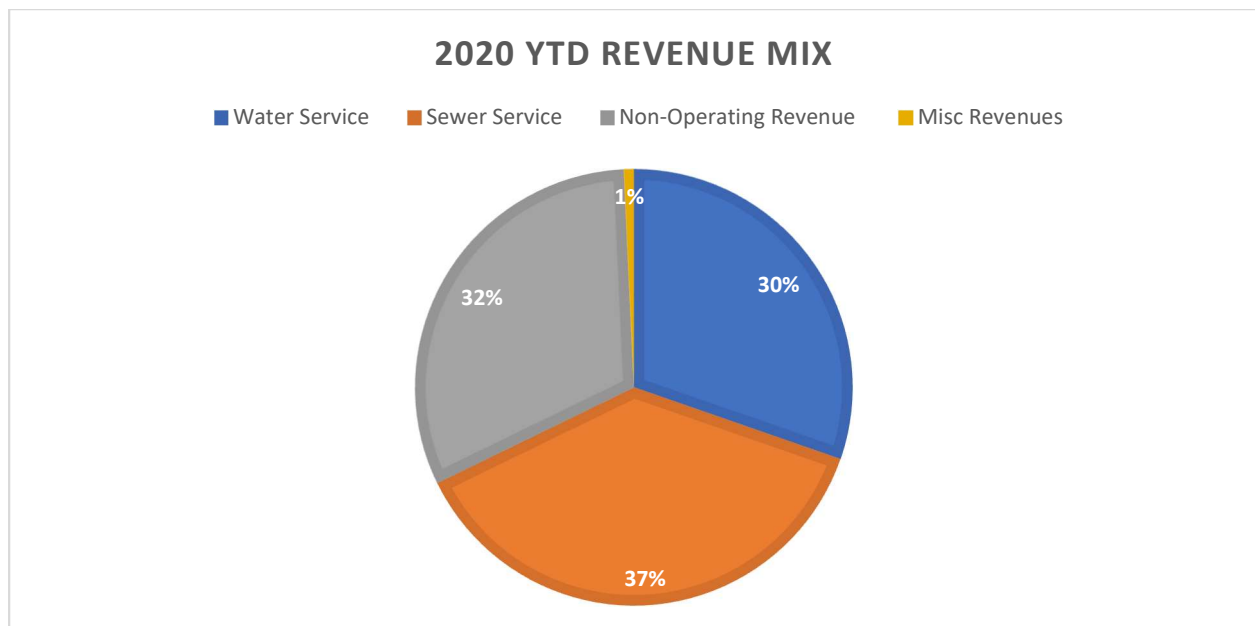
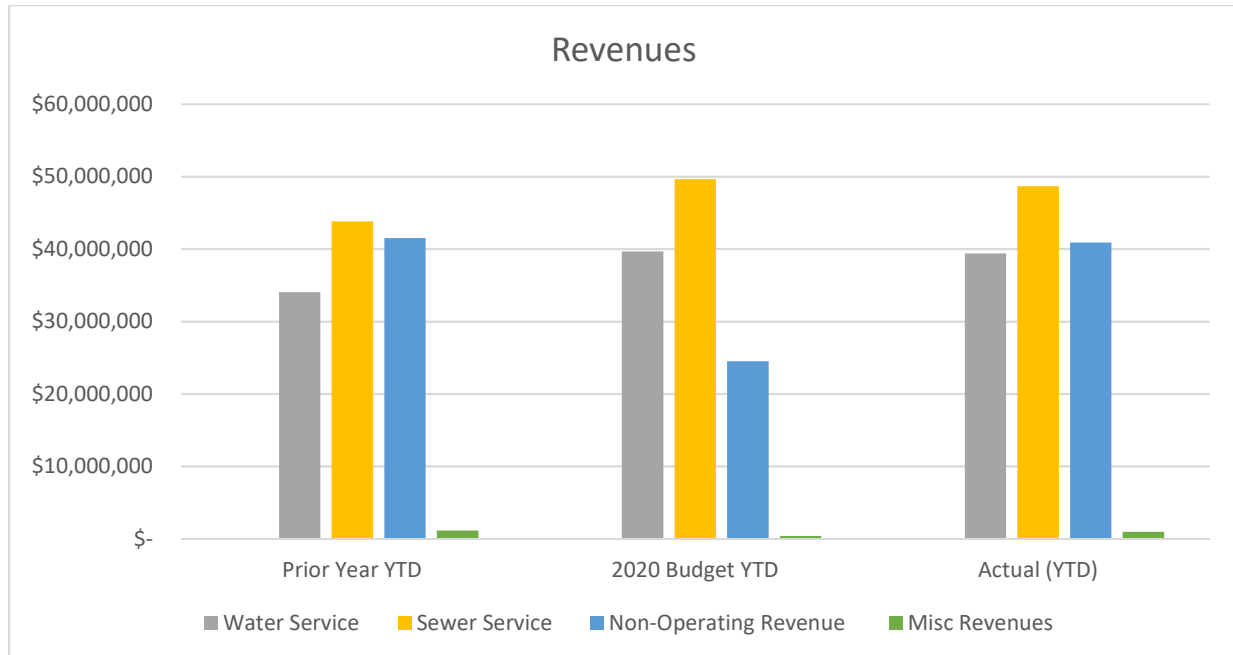
## MONTHLY FINANCIAL REPORT (APRIL)

OPERATING BUDGET REVENUES	Budget (MTD)	Actual (MTD)	2020 Budget YTD	Actual (YTD)	Prior Year YTD	Actuals as % of YTD Budget
Water Service	\$ 9,912,698.75	\$ 8,328,296.00	\$ 39,650,795.00	\$ 39,389,712.00	\$ 34,055,157.00	99.34%
Sewer Service	\$ 12,409,209.75	\$ 10,181,822.00	\$ 49,636,839.00	\$ 48,644,985.00	\$ 43,812,825.00	98.00%
Non-Operating and Maintenance Revenues	\$ 6,121,658.75	\$ 24,044,205.00	\$ 24,486,635.00	\$ 40,902,493.00	\$ 41,486,118.00	167.04%
Misc Revenues	\$ 100,402.67	\$ 120,444.00	\$ 401,610.67	\$ 953,221.00	\$ 1,141,308.00	237.35%
<b>Total Revenues</b>	<b>\$ 28,543,969.92</b>	<b>\$ 42,674,767.00</b>	<b>\$ 114,175,879.67</b>	<b>\$ 129,890,411.00</b>	<b>\$ 120,495,408.00</b>	<b>113.76%</b>
<b>OPERATING EXPENSES</b>						
Water Service	\$ 9,449,973.00	\$ 6,019,008.00	\$ 37,799,892.00	\$ 21,532,210.00	\$ 30,547,826.00	56.96%
Sewer Service	\$ 11,203,802.75	\$ 9,449,617.00	\$ 44,815,211.00	\$ 26,454,128.00	\$ 28,150,610.00	59.03%
Drainage Service	\$ 6,094,106.25	\$ 4,046,413.00	\$ 24,376,425.00	\$ 13,495,906.00	\$ 20,094,970.00	55.36%
<b>Total Expenses</b>	<b>\$ 26,747,882.00</b>	<b>\$ 19,515,038.00</b>	<b>\$ 106,991,528.00</b>	<b>\$ 61,482,244.00</b>	<b>\$ 78,793,406.00</b>	<b>57.46%</b>
Adjustment for Non-Cash Expenses	\$ (6,121,125.00)	\$ (5,324,285.00)	\$ (24,484,500.00)	\$ (20,543,575.00)	\$ (21,886,483.00)	
Debt Service Payments (Prin. and Interest)		\$ -	\$ (12,413,318.33)	\$ (12,998,446.25)		
<b>Adjusted Total Expenses</b>	<b>\$ 20,626,757.00</b>	<b>\$ 14,190,753.00</b>	<b>\$ 70,093,709.67</b>	<b>\$ 27,940,222.75</b>	<b>\$ 56,906,923.00</b>	
<b>Net Operating Income</b>	<b>\$ 7,917,212.92</b>	<b>\$ 28,484,014.00</b>	<b>\$ 44,082,170.00</b>	<b>\$ 101,950,188.25</b>	<b>\$ 63,588,485.00</b>	

## Variance Analysis for Major Reported Items

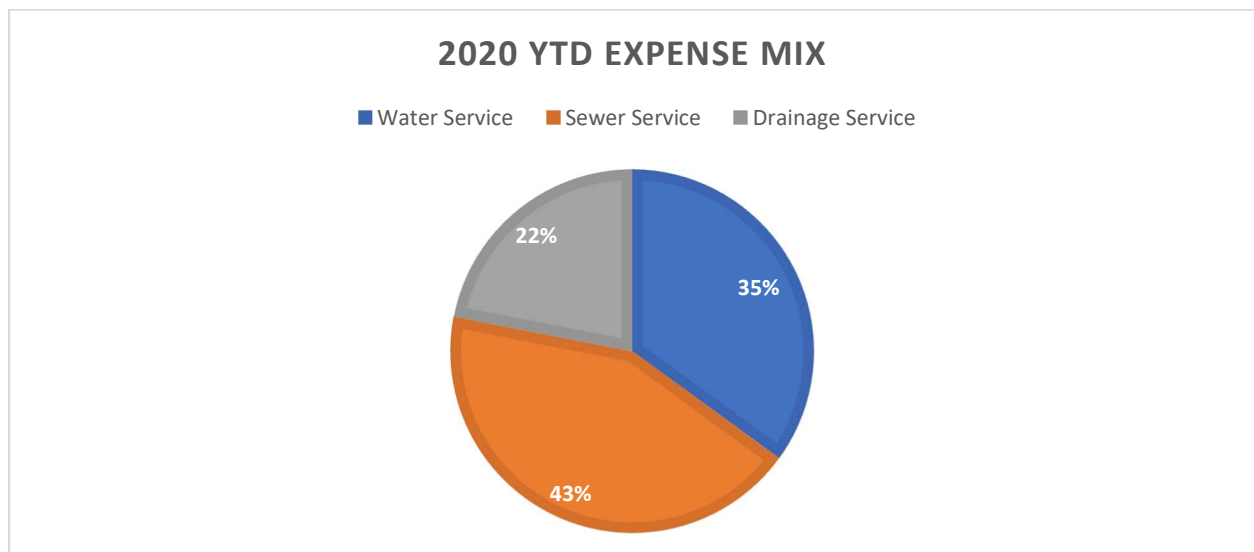
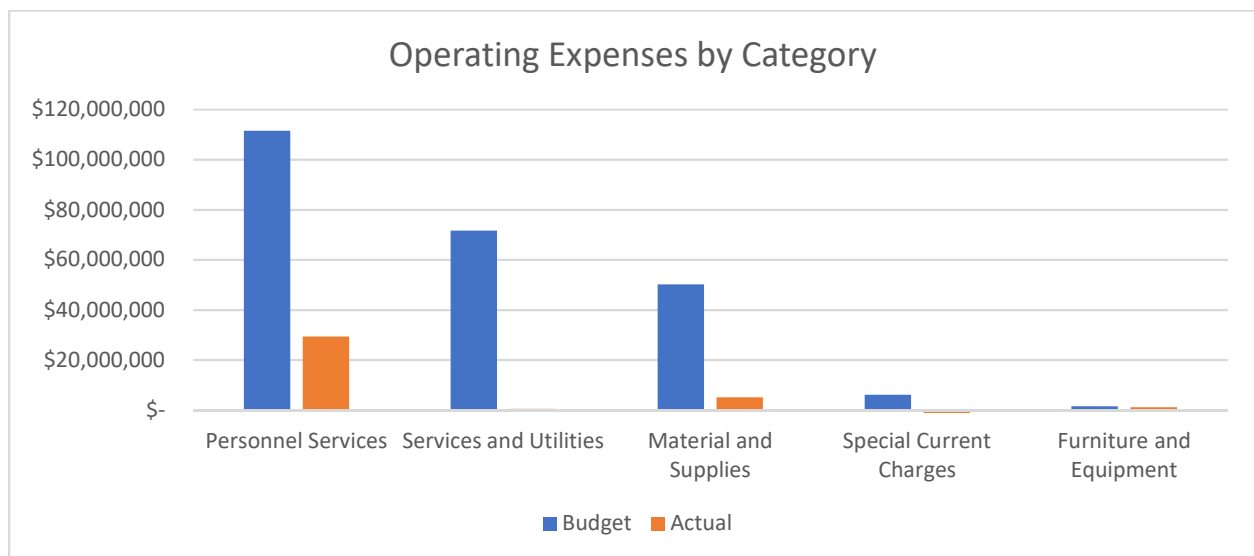
### Revenues:

For water and sewer systems, the year to date revenues are \$1.2M less than or 99% of year to date 2020 budget and \$10.2M or 113% greater than unaudited 2019 revenue. Non-Operating and Maintenance Revenues reflect that most of this year's tax revenue has been collected in the first quarter of the year. Given the recent events surrounding the COVID-19 health emergency, the revenue trends will be carefully watched over the coming months.



## Expenses:

Expenses recorded through April are lower than the year to date budget, assuming that budgeted expenses are spent evenly throughout the year. However, we know recorded expenditures are artificially low since they may not yet reflect extra expenditures related to the COVID19 pandemic and that there is currently a processing lag to capturing encumbrances. The SWB is implementing new systems to streamline expense management and accounting of expenses.



## MONTHLY FINANCIAL REPORT

### Capital

#### 2020 CAPITAL DISBURSEMENTS (As of 4/30/20)

	Budgeted	Actual Expenditures	
		YTD	Remaining
Grant Funded Projects (FEMA/HMGP)	\$ 209,466,231.00	\$ 2,118,325.88	\$ 207,347,905.12
Fair Share Projects	\$ 20,500,000.00	\$ -	\$ 20,500,000.00
Targeted Funded Projects	\$ 95,428,650.00	\$ 5,886,980.00	\$ 89,541,670.00
<b>Total</b>	<b>\$ 325,394,881.00</b>	<b>\$ 8,005,305.88</b>	<b>\$ 317,389,575.12</b>

### Federal Grant/Funding Status

#### FEDERAL GRANT/FUNDING STATUS (As of 4/30/20)

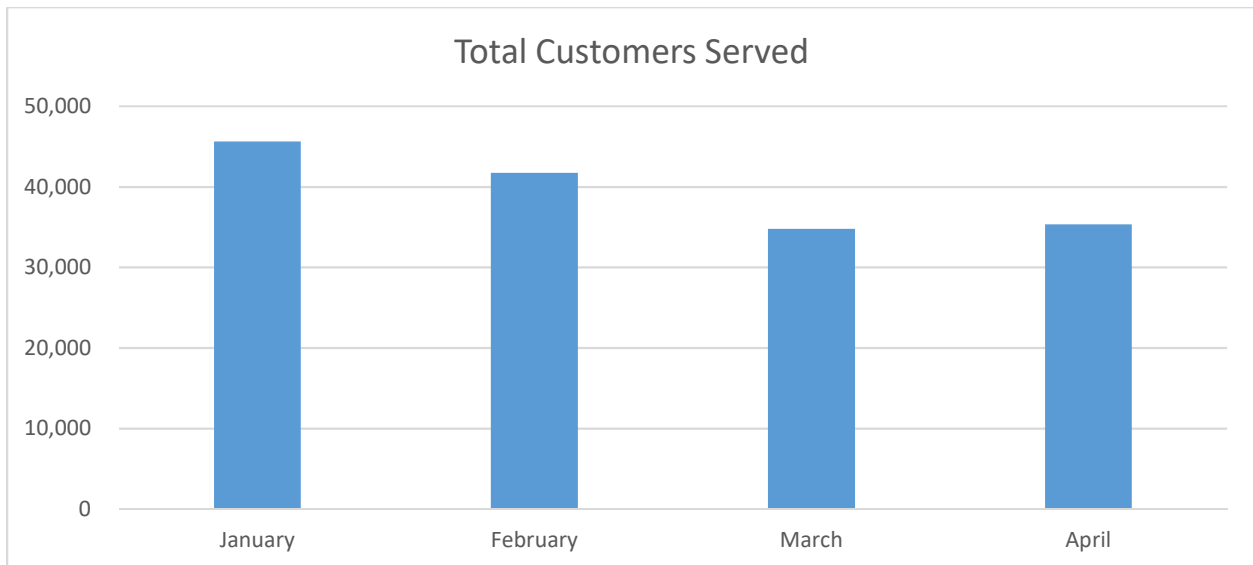
	Authorized	Obligated	Expended	Reimbursed
Hurricane PA Projects	\$ 547,876,986.00	\$ 547,137,978.39	\$ 449,632,553.00	\$ 468,294,184.05
HMGP Projects	\$ 217,955,728.00	\$ 171,774,769.00	\$ 178,081,127.00	\$ 127,622,354.00
JIRR Projects	\$ 268,448,968.00	\$ 268,448,968.15	\$ 7,803,440.00	\$ 3,969,231.83
<b>Totals</b>	<b>\$ 1,034,281,682.00</b>	<b>\$ 987,361,715.54</b>	<b>\$ 635,517,120.00</b>	<b>\$ 599,885,769.88</b>

## Customer Experience:

In April 2020, a total of 35,343 customers were served via the call center, IVR or emails. Call center staff have been redirected to support virtual response activities. These reports do not include actions and responses related to investigations.

### Call Center

Total # Calls	Total calls Answered	Total Dropped Calls	Average Call Wait	% Answered
16,900	14,454	2,446	2 min 04 secs	86%

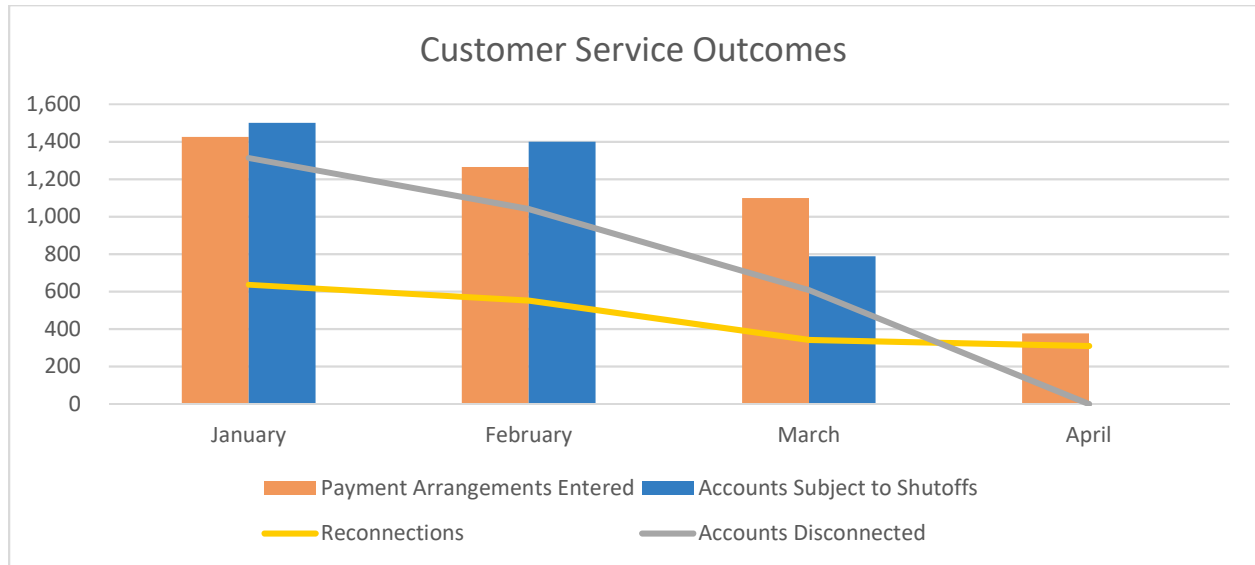


### Administrative

Payment Arrangements	Shut-Offs
376	0

Customers served by walk in center staff (redirected to call-backs)	E-mails Received
1,782	3,528





## Billing Accuracy

The billing and collections division is responsible for the creation and distribution of accurate customer bills, resolving all billing complaints, interfacing with large non-residential customers and ensuring successful collections efforts to ensure the financial solvency of SWBNO. In order to provide for the accuracy of the customer bills, it is necessary to measure and report the actual water use of each customer and ensure the integrity of the system by coordinating account investigations as necessary from either customer inquiries or from staff-initiated queries. The following metrics are monitored to help management measure and improve the bill accuracy, improve the customer response time and implement best practice collection activity.

**The Sewerage and Water Board (SWBNO) suspended water service shut-offs Thursday, March 12, and will adhere to this policy change for the duration of the Mayor's Declared Emergency proclamation in response to the COVID-19 pandemic.**

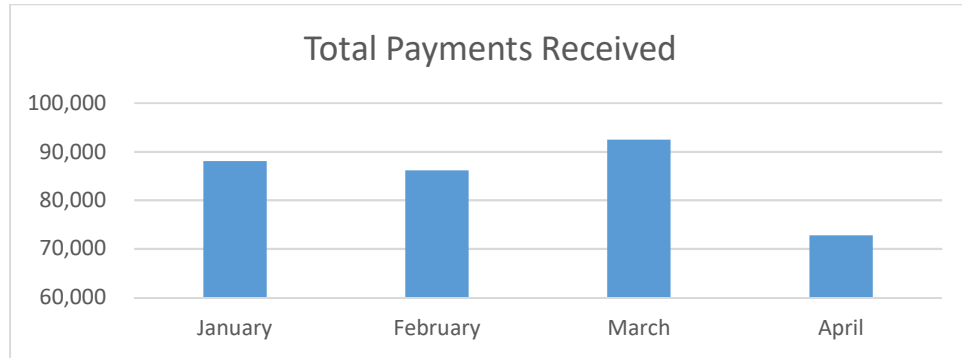
APRIL 2020 METRICS		
	March	April
# of Estimated Bills*	40,889	104,048
# of Actual Bills	64,599	42,164
# of Meters Read*	42,965	29,356
# of New Investigation Requests	870	886
# of Completed Investigation Requests	973	1,012
Avg # of Days to Complete Investigation Requests	67	58
Avg # of Days for New Account Requests (Transfers)	17	24

*\*Due to billing cycles, information on the number of estimated bills and number of meters read may overlap months causing some information to be reported in the following month's data.*

## MONTHLY FINANCIAL REPORT

### Collections

A total of 72,775 payments were received in April. These payments are received via mail, walk-ins, online payments, and IVR.



### Active Accounts

CUSTOMER ACCOUNT AGING REPORT					
[As of April 30, 2020]					
CUSTOMER CATEGORY TYPE	TOTAL NUMBER OF ACCOUNTS	TOTAL NUMBER OF DELINQUENCIES	60+ DAYS PAST DUE	TOTAL NUMBER OF ACCOUNTS IN DISPUTE	
Residential	119,486	23,710	\$ 26,432,790.02	1,667	
Multi-Family	4,588	719	\$ 2,183,095.46	132	
Commercial	12,835	1,572	\$ 9,345,886.80	345	
Industrial	31	5	\$ 3,416.10	-	
<b>TOTALS</b>	<b>136,940</b>	<b>26,006</b>	<b>\$ 37,965,188.38</b>	<b>2,144</b>	

# of Disconnect Notices Sent	0
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Active accounts which are 60-days past due reflect customer accounts which are greater than \$50 and eligible to receive notice of delinquent shut-off. Since the SWBNO is operating under a no shut-off policy related to the Mayor's Declared Emergency proclamation, delivery of these notices has been suspended.

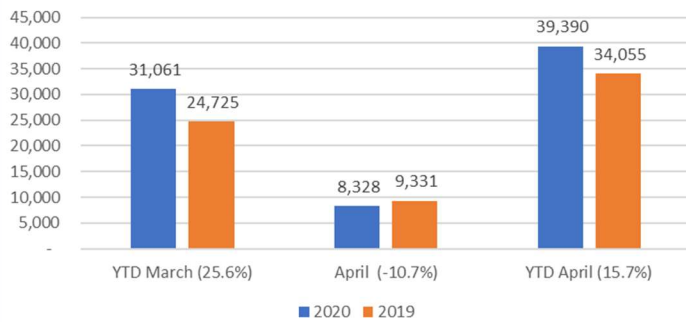
### Inactive Accounts

April 2020							
Row Labels	Class Count		Sum of Balance		Average Per Unit Balance		
	March	April	March	April	March	April	
COMMERCIAL	15	15	16,497.93	16,880.53	1,099.86	1,125.37	
HYDRANT	48	23	219,022.67	83,418.63	4,562.97	3,626.90	
INDUSTRIAL	1	1	32,641.78	32,641.78	32,641.78	32,641.78	
LG COMMERCIAL	124	94	1,081,837.85	1,055,916.42	8,724.50	11,233.15	
MULTI FAMILY	1,019	776	1,095,700.48	1,017,996.20	1,075.27	1,311.85	
RESIDENTIAL	42,468	33,025	31,692,451.85	29,445,600.61	746.27	891.62	
SM COMMERCIAL	1,707	1,271	2,505,268.67	2,310,588.25	1,467.64	1,817.93	
<b>Grand Total</b>	<b>45,382</b>	<b>35,205</b>	<b>36,643,421.23</b>	<b>33,963,042.42</b>			

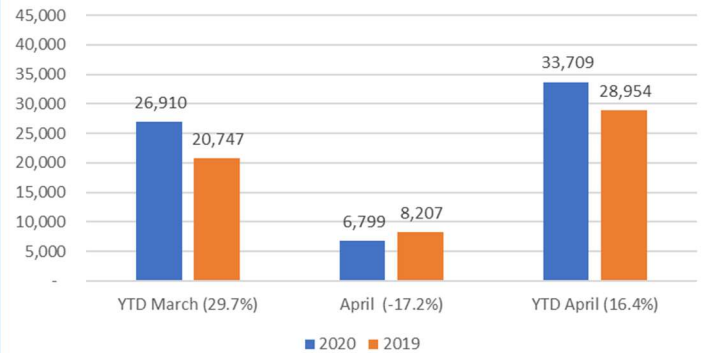
The SWBNO policy requires that inactive accounts are written off at the end of three years. At the end of April, the SWBNO wrote-off 8259 accounts inactive since 2016 reflecting \$3.4M of accounts receivables to bad debt.

## Revenues and Cash Collected

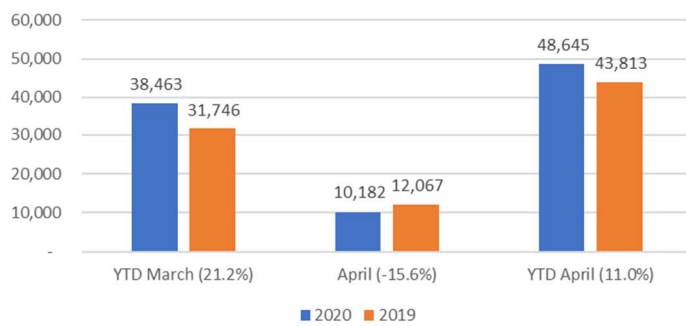
Sales and Delinquent Fees (Revenues)  
Water System



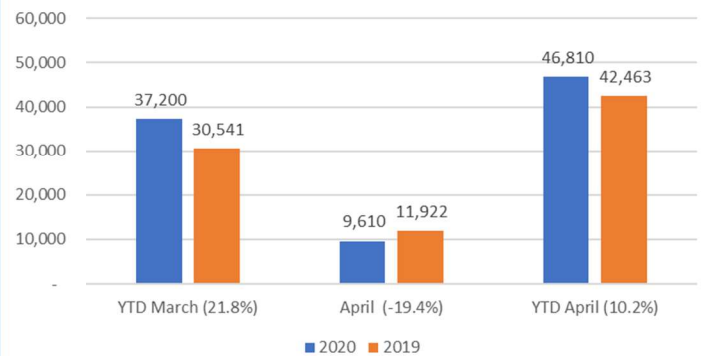
Cash Collected - Water System



Sales and Delinquent Fees (Revenues)  
Sewer Service System



Cash Collected - Sewer Service System



**Sewerage and Water Board of New Orleans**  
**Comparative Variance Indicators for Financial Results**  
**Through April 2020**

<b>Statement of Revenues, Expenses, and Changes in Net Position with Prior Year Comparisons</b>	<b>Total</b>	<b>Water</b>	<b>Sewer</b>	<b>Drainage</b>
Revenues				
Operating Expenses				
Non-Operating Revenues and Expenses				
Income before Capital Contributions				
<b>Statement of Revenues, Expenses, and Changes in Net Position with Budget Comparisons</b>	<b>Total</b>	<b>Water</b>	<b>Sewer</b>	<b>Drainage</b>
Revenues				
Operating Expenses				
Non-Operating Revenues and Expenses				
Income before Capital Contributions				
<b>Statement of Net Position with Prior Year Comparisons</b>	<b>Total</b>	<b>Water</b>	<b>Sewer</b>	<b>Drainage</b>
Plant, Property, and Equipment				
Restricted Current Assets				
Unrestricted Undesignated Current Assets				
Net Position				
Long-Term Liabilities				
Current Liabilities from Unrestricted Assets				
Current Liabilities from Restricted Assets				
<b>Statement of Cash Flows with Prior Year Comparisons</b>	<b>Total</b>	<b>Water</b>	<b>Sewer</b>	<b>Drainage</b>
Operating Activities				
Non-Capital Financing Activities				
Capital and Related Financing Activities				
Investing Activities				
Net Increase in Cash				

Green = Favorable Variance

Yellow = Unfavorable Variance / No Action Recommended

Red = Unfavorable Variance / Action Recommended

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**ALL SYSTEM FUNDS**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**April 2020 Preliminary Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Prior Year	Variance	%	Actual	Prior Year	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	8,328,296	9,330,627	(1,002,331)	-10.7%	39,389,712	34,055,157	5,334,555	15.7%	1
2 Sewerage service charges and del fees	10,181,822	12,067,271	(1,885,449)	-15.6%	48,644,985	43,812,825	4,832,160	11.0%	2
3 Plumbing inspection and license fees	26,494	41,000	(14,506)	-35.4%	144,250	179,210	(34,960)	-19.5%	3
4 Other revenues	93,950	556,761	(462,811)	-83.1%	808,971	962,098	(153,126)	-15.9%	4
5 Total operating revenues	18,630,562	21,995,659	(3,365,097)	-15.3%	88,987,918	79,009,290	9,978,629	12.6%	5
<b>Operating Expenses:</b>									
6 Power and pumping	867,282	854,400	12,882	1.5%	3,403,264	5,024,169	(1,620,905)	-32.3%	6
7 Treatment	4,424,497	124,933	4,299,564	3441.5%	5,173,459	939,911	4,233,548	450.4%	7
8 Transmission and distribution	1,854,792	2,319,014	(464,222)	-20.0%	7,647,049	11,749,485	(4,102,436)	-34.9%	8
9 Customer accounts	334,038	415,506	(81,468)	-19.6%	1,379,984	1,511,510	(131,526)	-8.7%	9
10 Customer service	601,910	420,299	181,611	43.2%	1,985,470	1,292,639	692,831	53.6%	10
11 Administration and general	2,836,327	3,948,890	(1,112,563)	-28.2%	10,054,254	13,395,903	(3,341,649)	-24.9%	11
12 Payroll related	1,661,132	2,898,700	(1,237,568)	-42.7%	9,395,911	14,422,608	(5,026,697)	-34.9%	12
13 Maintenance of general plant	1,610,775	1,420,173	190,602	13.4%	1,899,279	8,570,698	(6,671,419)	-77.8%	13
14 Depreciation	4,954,114	4,954,114	-	0.0%	19,816,455	19,816,455	-	0.0%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	361,124	276,461	84,664	30.6%	1,444,497	1,105,843	338,654	30.6%	16
17 Provision for claims	9,047	325,005	(315,957)	-97.2%	(717,377)	964,185	(1,681,563)	-174.4%	17
18 Total operating expenses	19,515,038	17,957,494	1,557,545	8.7%	61,482,244	78,793,405	(17,311,161)	-22.0%	18
19 Operating income (loss)	(884,476)	4,038,165	(4,922,641)	-121.9%	27,505,674	215,885	27,289,790	12640.9%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	23	(23)	-100.0%	-	23	(23)	-100.0%	20
21 Three-mill tax	6,632,478	3,766,030	2,866,448	76.1%	11,763,489	11,161,626	601,863	5.4%	21
22 Six-mill tax	6,962,120	4,250,323	2,711,797	63.8%	12,390,735	11,777,629	613,106	5.2%	22
23 Nine-mill tax	10,435,631	3,865,882	6,569,749	169.9%	18,572,770	17,654,212	918,558	5.2%	23
24 Interest income	13,976	374,127	(360,151)	-96.3%	73,169	793,467	(720,298)	-90.8%	24
25 Other Taxes	-	-	-	0.0%	(198,475)	99,091	(297,566)	-300.3%	25
26 Other Income	-	-	-	0.0%	-	-	-	0.0%	26
27 Interest expense	-	-	-	0.0%	(1,699,195)	-	(1,699,195)	0.0%	27
28 Operating and maintenance grants	-	421	(421)	-100.0%	-	69	(69)	-100.0%	28
29 Provision for grants	-	-	-	0.0%	-	-	-	0.0%	29
30 Total non-operating revenues	24,044,205	12,256,806	11,787,399	96.2%	40,902,493	41,486,118	(583,624)	-1.4%	30
31 Income before capital contributions	23,159,729	16,294,971	6,864,757	42.1%	68,408,168	41,702,002	26,706,166	64.0%	31
32 Capital contributions	4,243	2,160,673	(2,156,430)	-99.8%	161,714	6,098,375	(5,936,661)	-97.3%	32
33 Change in net position	23,163,972	18,455,644	4,708,328	25.5%	68,569,882	47,800,377	20,769,505	43.5%	33
34 Audit Adjustment						2,543,545			34
35 Net position, beginning of year					2,247,345,536	2,244,801,991	2,543,545	0.1%	35
36 Net position, end of year					2,315,915,418	2,292,602,368	23,313,050	1.0%	36

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**ALL SYSTEM FUNDS**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH BUDGET COMPARISONS**  
**April 2020 Preliminary Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Budget	Variance	%	Actual	Budget	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	8,328,296	9,912,699	(1,584,403)	-16.0%	39,389,712	39,650,795	(261,083)	-0.7%	1
2 Sewerage service charges and del fees	10,181,822	12,409,210	(2,227,388)	-17.9%	48,644,985	49,636,839	(991,854)	-2.0%	2
3 Plumbing inspection and license fees	26,494	51,790	(25,296)	-48.8%	144,250	207,161	(62,911)	-30.4%	3
4 Other revenues	93,950	48,613	45,338	93.3%	808,971	194,450	614,521	316.0%	4
5 Total operating revenues	18,630,562	22,422,311	(3,791,749)	-16.9%	88,987,918	89,689,245	(701,326)	-0.8%	5
<b>Operating Expenses:</b>									
6 Power and pumping	867,282	2,203,861	(1,336,579)	-60.6%	3,403,264	8,815,443	(5,412,179)	-61.4%	6
7 Treatment	4,424,497	2,292,893	2,131,604	93.0%	5,173,459	9,171,574	(3,998,115)	-43.6%	7
8 Transmission and distribution	1,854,792	4,394,159	(2,539,367)	-57.8%	7,647,049	17,576,634	(9,929,585)	-56.5%	8
9 Customer accounts	334,038	728,061	(394,024)	-54.1%	1,379,984	2,912,245	(1,532,261)	-52.6%	9
10 Customer service	601,910	940,561	(338,651)	-36.0%	1,985,470	3,762,245	(1,776,776)	-47.2%	10
11 Administration and general	2,836,327	5,983,041	(3,146,714)	-52.6%	10,054,254	23,932,162	(13,877,908)	-58.0%	11
12 Payroll related	1,661,132	952,409	708,723	74.4%	9,395,911	3,809,637	5,586,273	146.6%	12
13 Maintenance of general plant	1,610,775	3,131,772	(1,520,997)	-48.6%	1,899,279	12,527,088	(10,627,809)	-84.8%	13
14 Depreciation	4,954,114	5,750,583	(796,470)	-13.9%	19,816,455	23,002,333	(3,185,878)	-13.9%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	361,124	-	361,124	0.0%	1,444,497	-	1,444,497	0.0%	16
17 Provision for claims	9,047	370,542	(361,494)	-97.6%	(717,377)	1,482,167	(2,199,544)	-148.4%	17
18 Total operating expenses	19,515,038	26,747,882	(7,232,844)	-27.0%	61,482,244	106,991,528	(45,509,284)	-42.5%	18
19 Operating income (loss)	(884,476)	(4,325,571)	3,441,095	-79.6%	27,505,674	(17,302,284)	44,807,958	-259.0%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%	20
21 Three-mill tax	6,632,478	1,501,084	5,131,394	341.8%	11,763,489	6,004,337	5,759,152	95.9%	21
22 Six-mill tax	6,962,120	1,585,226	5,376,894	339.2%	12,390,735	6,340,903	6,049,832	95.4%	22
23 Nine-mill tax	10,435,631	2,376,156	8,059,475	339.2%	18,572,770	9,504,623	9,068,147	95.4%	23
24 Interest income	13,976	124,965	(110,988)	-88.8%	73,169	499,858	(426,689)	-85.4%	24
25 Other Taxes	-	323,967	(323,967)	-100.0%	(198,475)	1,295,867	(1,494,342)	-115.3%	25
26 Other Income	-	-	-	0.0%	-	-	-	0.0%	26
27 Interest expense	-	-	-	0.0%	(1,699,195)	-	(1,699,195)	0.0%	27
28 Operating and maintenance grants	-	210,262	(210,262)	-100.0%	-	841,047	(841,047)	-100.0%	28
29 Provision for grants	-	-	-	0.0%	-	-	-	0.0%	29
30 Total non-operating revenues	24,044,205	6,121,659	17,922,546	292.8%	40,902,493	24,486,635	16,415,858	67.0%	30
31 Income before capital contributions	23,159,729	1,796,088	21,363,641	1189.5%	68,408,168	7,184,351	61,223,816	852.2%	31
32 Capital contributions	4,243	-	4,243	0.0%	161,714	-	161,714	0.0%	32
33 Change in net position	23,163,972	1,796,088	21,367,884	1189.7%	68,569,882	7,184,351	61,385,530	854.4%	33
34 Audit Adjustment									34
35 Net position, beginning of year					2,247,345,536	2,244,801,991	2,543,545	0.1%	35
36 Net position, end of year					2,318,458,963	2,251,986,342	66,472,620	3.0%	36

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**WATER SYSTEM FUND**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**April 2020 Preliminary Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Prior Year	Variance	%	Actual	Prior Year	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	8,328,296	9,330,627	(1,002,331)	-10.7%	39,389,712	34,055,157	5,334,555	15.7%	1
2 Sewerage service charges and del fees	-	-	-	0.0%	-	-	-	0.0%	2
3 Plumbing inspection and license fees	13,247	20,550	(7,303)	-35.5%	90,443	89,655	788	0.9%	3
4 Other revenues <sup>1</sup>	82,077	188,025	(105,948)	-56.3%	605,831	704,659	(98,828)	-14.0%	4
5 Total operating revenues	8,423,620	9,539,202	(1,115,582)	-11.7%	40,085,986	34,849,471	5,236,515	15.0%	5
<b>Operating Expenses:</b>									
6 Power and pumping	101,741	270,152	(168,411)	-62.3%	432,336	945,201	(512,865)	-54.3%	6
7 Treatment	562,198	704,041	(141,843)	-20.1%	2,215,279	2,731,292	(516,013)	-18.9%	7
8 Transmission and distribution	1,074,493	1,158,981	(84,487)	-7.3%	3,612,090	5,934,167	(2,322,077)	-39.1%	8
9 Customer accounts	166,560	206,661	(40,101)	-19.4%	688,116	752,091	(63,974)	-8.5%	9
10 Customer service	297,768	207,478	90,290	43.5%	979,888	637,412	342,476	53.7%	10
11 Administration and general	986,289	1,423,855	(437,566)	-30.7%	3,202,534	4,587,605	(1,385,072)	-30.2%	11
12 Payroll related	645,474	1,051,737	(406,263)	-38.6%	3,683,403	5,342,171	(1,658,768)	-31.1%	12
13 Maintenance of general plant	995,559	611,924	383,635	62.7%	2,095,597	4,542,065	(2,446,467)	-53.9%	13
14 Depreciation	1,018,044	1,018,044	-	0.0%	4,072,174	4,072,174	-	0.0%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	167,262	154,529	12,733	8.2%	669,050	618,118	50,932	8.2%	16
17 Provision for claims	3,619	130,002	(126,383)	-97.2%	(118,257)	385,530	(503,787)	-130.7%	17
18 Total operating expenses	6,019,008	6,937,405	(918,397)	-13.2%	21,532,210	30,547,826	(9,015,616)	-29.5%	18
19 Operating income (loss)	2,404,612	2,601,797	(197,185)	-7.6%	18,553,776	4,301,645	14,252,131	331.3%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%	20
21 Three-mill tax	-	-	-	0.0%	-	-	-	0.0%	21
22 Six-mill tax	-	-	-	0.0%	-	-	-	0.0%	22
23 Nine-mill tax	-	-	-	0.0%	-	-	-	0.0%	23
24 Interest income	20	14,978	(14,958)	-99.9%	34,582	214,268	(179,686)	-83.9%	24
25 Other Taxes	-	-	-	0.0%	(88,322)	44,095	(132,417)	-300.3%	25
26 Other Income	-	-	-	0.0%	-	-	-	0.0%	26
27 Interest expense	-	-	-	0.0%	(804,046)	-	(804,046)	0.0%	27
28 Operating and maintenance grants	-	-	-	0.0%	-	(352)	352	-100.0%	28
29 Provision for grants	-	-	-	0.0%	-	-	-	0.0%	29
30 Total non-operating revenues	20	14,978	(14,958)	-99.9%	(857,786)	258,012	(1,115,797)	-432.5%	30
31 Income before capital contributions	2,404,632	2,616,775	(212,143)	-8.1%	17,695,990	4,559,657	13,136,334	288.1%	31
32 Capital contributions	4,243	635,597	(631,354)	-99.3%	5,551	1,936,408	(1,930,857)	-99.7%	32
33 Change in net position	2,408,875	3,252,372	(843,496)	-25.9%	17,701,541	6,496,065	11,205,476	172.5%	33
34 Audit Adjustment						478,632			34
35 Net position, beginning of year					338,188,190	337,709,558	478,632	0.1%	35
36 Net position, end of year					355,889,731	344,205,623	11,684,108	3.4%	36

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**WATER SYSTEM FUND**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH BUDGET COMPARISONS**  
**April 2020 Preliminary Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Budget	Variance	%	Actual	Budget	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	8,328,296	9,912,699	(1,584,403)	-16.0%	39,389,712	39,650,795	(261,083)	-0.7%	1
2 Sewerage service charges and del fees	-	-	-	0.0%	-	-	-	0.0%	2
3 Plumbing inspection and license fees	13,247	25,867	(12,620)	-48.8%	90,443	103,468	(13,025)	-12.6%	3
4 Other revenues <sup>1</sup>	82,077	21,633	60,444	279.4%	605,831	86,530	519,301	600.1%	4
5 Total operating revenues	8,423,620	9,960,198	(1,536,578)	-15.4%	40,085,986	39,840,793	245,193	0.6%	5
<b>Operating Expenses:</b>									
6 Power and pumping	101,741	287,705	(185,964)	-64.6%	432,336	1,150,820	(718,484)	-62.4%	6
7 Treatment	562,198	1,021,244	(459,046)	-44.9%	2,215,279	4,084,975	(1,869,696)	-45.8%	7
8 Transmission and distribution	1,074,493	1,908,430	(833,937)	-43.7%	3,612,090	7,633,720	(4,021,631)	-52.7%	8
9 Customer accounts	166,560	363,288	(196,728)	-54.2%	688,116	1,453,152	(765,035)	-52.6%	9
10 Customer service	297,768	465,518	(167,750)	-36.0%	979,888	1,862,071	(882,183)	-47.4%	10
11 Administration and general	986,289	1,991,854	(1,005,564)	-50.5%	3,202,534	7,967,415	(4,764,882)	-59.8%	11
12 Payroll related	645,474	432,557	212,917	49.2%	3,683,403	1,730,229	1,953,174	112.9%	12
13 Maintenance of general plant	995,559	1,396,194	(400,635)	-28.7%	2,095,597	5,584,776	(3,489,178)	-62.5%	13
14 Depreciation	1,018,044	1,577,667	(559,623)	-35.5%	4,072,174	6,310,667	(2,238,492)	-35.5%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	167,262	-	167,262	0.0%	669,050	-	669,050	0.0%	16
17 Provision for claims	3,619	135,717	(132,098)	-97.3%	(118,257)	542,867	(661,124)	-121.8%	17
18 Total operating expenses	6,019,008	9,580,173	(3,561,165)	-37.2%	21,532,210	38,320,691	(16,788,480)	-43.8%	18
19 Operating income (loss)	2,404,612	380,026	2,024,586	532.7%	18,553,776	1,520,103	17,033,673	1120.6%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%	20
21 Three-mill tax	-	-	-	0.0%	-	-	-	0.0%	21
22 Six-mill tax	-	-	-	0.0%	-	-	-	0.0%	22
23 Nine-mill tax	-	-	-	0.0%	-	-	-	0.0%	23
24 Interest income	20	43,905	(43,885)	-100.0%	34,582	175,620	(141,039)	-80.3%	24
25 Other Taxes	-	208,415	(208,415)	-100.0%	(88,322)	833,661	(921,983)	-110.6%	25
26 Other Income	-	-	-	0.0%	-	-	-	0.0%	26
27 Interest expense	-	-	-	0.0%	(804,046)	-	(804,046)	0.0%	27
28 Operating and maintenance grants	-	63,079	(63,079)	-100.0%	-	252,314	(252,314)	-100.0%	28
29 Provision for grants	-	-	-	0.0%	-	-	-	0.0%	29
30 Total non-operating revenues	20	315,399	(315,379)	-100.0%	(857,786)	1,261,596	(2,119,382)	-168.0%	30
31 Income before capital contributions	2,404,632	695,425	1,709,207	245.8%	17,695,990	2,781,699	14,914,292	536.2%	31
32 Capital contributions	4,243	-	4,243	0.0%	5,551	-	5,551	0.0%	32
33 Change in net position	2,408,875	695,425	1,713,451	246.4%	17,701,541	2,781,699	14,919,842	536.4%	33
34 Audit Adjustment					-				34
35 Net position, beginning of year					338,188,190	337,709,558	478,632	0.1%	35
36 Net position, end of year					356,368,363	340,491,257	15,877,106	4.7%	36



**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**SEWER SYSTEM FUND**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**April 2020 Preliminary Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Prior Year	Variance	%	Actual	Prior Year	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	-	-	-	0.0%	-	-	-	0.0%	1
2 Sewerage service charges and del fees	10,181,822	12,067,271	(1,885,449)	-15.6%	48,644,985	43,812,825	4,832,160	11.0%	2
3 Plumbing inspection and license fees	13,247	20,450	(7,203)	-35.2%	53,807	89,555	(35,748)	-39.9%	3
4 Other revenues	11,873	33,196	(21,323)	-64.2%	187,058	246,779	(59,720)	-24.2%	4
5 Total operating revenues	10,206,942	12,120,917	(1,913,975)	-15.8%	48,885,850	44,149,159	4,736,692	10.7%	5
<b>Operating Expenses:</b>									
6 Power and pumping	189,431	402,013	(212,582)	-52.9%	769,873	1,552,856	(782,983)	-50.4%	6
7 Treatment	3,862,299	(579,108)	4,441,407	-766.9%	2,958,180	(1,791,381)	4,749,561	-265.1%	7
8 Transmission and distribution	514,401	891,318	(376,917)	-42.3%	2,811,007	4,516,499	(1,705,492)	-37.8%	8
9 Customer accounts	166,560	206,660	(40,101)	-19.4%	688,116	752,089	(63,973)	-8.5%	9
10 Customer service	297,768	207,478	90,290	43.5%	979,887	637,411	342,476	53.7%	10
11 Administration and general	1,254,855	1,701,962	(447,107)	-26.3%	4,638,551	5,951,682	(1,313,131)	-22.1%	11
12 Payroll related	657,552	1,046,014	(388,461)	-37.1%	3,722,025	5,340,011	(1,617,986)	-30.3%	12
13 Maintenance of general plant	341,924	524,490	(182,567)	-34.8%	1,357,513	2,444,907	(1,087,394)	-44.5%	13
14 Depreciation	1,968,320	1,968,320	-	0.0%	7,873,280	7,873,280	-	0.0%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	192,888	121,931	70,957	58.2%	771,553	487,725	283,827	58.2%	16
17 Provision for claims	3,619	130,002	(126,383)	-97.2%	(115,858)	385,530	(501,388)	-130.1%	17
18 Total operating expenses	9,449,617	6,621,081	2,828,536	42.7%	26,454,128	28,150,610	(1,696,482)	-6.0%	18
19 Operating income (loss)	757,325	5,499,836	(4,742,511)	-86.2%	22,431,723	15,998,549	6,433,173	40.2%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%	20
21 Three-mill tax	-	-	-	0.0%	-	-	-	0.0%	21
22 Six-mill tax	-	-	-	0.0%	-	-	-	0.0%	22
23 Nine-mill tax	-	-	-	0.0%	-	-	-	0.0%	23
24 Interest income	2	5,182	(5,180)	-100.0%	8,316	217,153	(208,837)	-96.2%	24
25 Other Taxes	-	-	-	0.0%	(110,154)	54,995	(165,149)	-300.3%	25
26 Other Income	-	-	-	0.0%	-	-	-	0.0%	26
27 Interest expense	-	-	-	0.0%	(895,149)	-	(895,149)	0.0%	27
28 Operating and maintenance grants	-	421	(421)	-100.0%	-	421	(421)	-100.0%	28
29 Provision for grants	-	-	-	0.0%	-	-	-	0.0%	29
30 Total non-operating revenues	2	5,603	(5,601)	-100.0%	(996,987)	272,569	(1,269,556)	-465.8%	30
31 Income before capital contributions	757,327	5,505,439	(4,748,111)	-86.2%	21,434,736	16,271,118	5,163,618	31.7%	31
32 Capital contributions	0	1,087,268	(1,087,268)	-100.0%	156,163	2,539,890	(2,383,727)	-93.9%	32
33 Change in net position	757,327	6,592,707	(5,835,379)	-88.5%	21,590,899	18,811,008	2,779,891	14.8%	33
34 Audit Adjustment						1,862,475			34
35 Net position, beginning of year					786,822,170	784,959,695	1,862,475	0.2%	35
36 Net position, end of year					808,413,069	803,770,703	4,642,366	0.6%	36

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**SEWER SYSTEM FUND**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH BUDGET COMPARISONS**  
**April 2020 Preliminary Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Budget	Variance	%	Actual	Budget	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	-	-	-	0.0%	-	-	-	0.0%	1
2 Sewerage service charges and del fees	10,181,822	12,409,210	(2,227,388)	-17.9%	48,644,985	49,636,839	(991,854)	-2.0%	2
3 Plumbing inspection and license fees	13,247	25,923	(12,676)	-48.9%	53,807	103,693	(49,886)	-48.1%	3
4 Other revenues	11,873	26,980	(15,107)	-56.0%	187,058	107,920	79,139	73.3%	4
5 Total operating revenues	10,206,942	12,462,113	(2,255,171)	-18.1%	48,885,850	49,848,451	(962,601)	-1.9%	5
<b>Operating Expenses:</b>									
6 Power and pumping	189,431	1,360,466	(1,171,035)	-86.1%	769,873	5,441,862	(4,671,989)	-85.9%	6
7 Treatment	3,862,299	1,271,650	2,590,650	203.7%	2,958,180	5,086,599	(2,128,419)	-41.8%	7
8 Transmission and distribution	514,401	1,958,430	(1,444,029)	-73.7%	2,811,007	7,833,720	(5,022,713)	-64.1%	8
9 Customer accounts	166,560	363,288	(196,728)	-54.2%	688,116	1,453,150	(765,035)	-52.6%	9
10 Customer service	297,768	465,516	(167,749)	-36.0%	979,887	1,862,066	(882,179)	-47.4%	10
11 Administration and general	1,254,855	2,698,961	(1,444,106)	-53.5%	4,638,551	10,795,845	(6,157,293)	-57.0%	11
12 Payroll related	657,552	113,456	544,096	479.6%	3,722,025	453,823	3,268,202	720.1%	12
13 Maintenance of general plant	341,924	1,150,941	(809,017)	-70.3%	1,357,513	4,603,763	(3,246,250)	-70.5%	13
14 Depreciation	1,968,320	2,260,417	(292,097)	-12.9%	7,873,280	9,041,667	(1,168,386)	-12.9%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	192,888	-	192,888	0.0%	771,553	-	771,553	0.0%	16
17 Provision for claims	3,619	135,717	(132,098)	-97.3%	(115,858)	542,867	(658,724)	-121.3%	17
18 Total operating expenses	9,449,617	11,778,841	(2,329,224)	-19.8%	26,454,128	47,115,362	(20,661,234)	-43.9%	18
19 Operating income (loss)	757,325	683,272	74,053	10.8%	22,431,723	2,733,089	19,698,633	720.7%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%	20
21 Three-mill tax	-	-	-	0.0%	-	-	-	0.0%	21
22 Six-mill tax	-	-	-	0.0%	-	-	-	0.0%	22
23 Nine-mill tax	-	-	-	0.0%	-	-	-	0.0%	23
24 Interest income	2	39,057	(39,054)	-100.0%	8,316	156,228	(147,911)	-94.7%	24
25 Other Taxes	-	72,806	(72,806)	-100.0%	(110,154)	291,223	(401,377)	-137.8%	25
26 Other Income	-	-	-	0.0%	-	-	-	0.0%	26
27 Interest expense	-	-	-	0.0%	(895,149)	-	(895,149)	0.0%	27
28 Operating and maintenance grants	-	105,131	(105,131)	-100.0%	-	420,524	(420,524)	-100.0%	28
29 Provision for grants	-	-	-	0.0%	-	-	-	0.0%	29
30 Total non-operating revenues	2	216,994	(216,991)	-100.0%	(996,987)	867,974	(1,864,961)	-214.9%	30
31 Income before capital contributions	757,327	900,266	(142,938)	-15.9%	21,434,736	3,601,063	17,833,673	495.2%	31
32 Capital contributions	-	-	-	0.0%	156,163	-	156,163	0.0%	32
33 Change in net position	757,327	900,266	(142,938)	-15.9%	21,590,899	3,601,063	17,989,836	499.6%	33
34 Audit Adjustment					-				34
35 Net position, beginning of year					786,822,170	784,959,695	1,862,475	0.2%	35
36 Net position, end of year					810,275,544	788,560,758	21,714,786	2.8%	36

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**DRAINAGE SYSTEM FUND**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**April 2020 Preliminary Financials**

	A	B	C	D	E	F	G	H		
	MTD	MTD	MTD		YTD	YTD	YTD			
	Actual	Prior Year	Variance	%	Actual	Prior Year	Variance	%		
Operating revenues:										
1	Sales of water and delinquent fees	-	-	-	0.0%	-	-	-	0.0%	1
2	Sewerage service charges and del fees	-	-	-	0.0%	-	-	-	0.0%	2
3	Plumbing inspection and license fees	-	-	-	0.0%	-	-	-	0.0%	3
4	Other revenues	0	335,540	(335,540)	-100.0%	16,082	10,660	5,422	50.9%	4
5	Total operating revenues	-	335,540	(335,540)	-100.0%	16,082	10,660	5,422	50.9%	5
Operating Expenses:										
6	Power and pumping	576,110	182,234	393,876	216.1%	2,201,055	2,526,112	(325,057)	-12.9%	6
7	Treatment	-	-	-	0.0%	-	-	-	0.0%	7
8	Transmission and distribution	265,898	268,715	(2,817)	-1.0%	1,223,952	1,298,819	(74,867)	-5.8%	8
9	Customer accounts	918	2,184	(1,266)	-58.0%	3,752	7,331	(3,579)	-48.8%	9
10	Customer service	6,374	5,343	1,031	19.3%	25,695	17,816	7,879	44.2%	10
11	Administration and general	595,182	823,072	(227,890)	-27.7%	2,213,169	2,856,615	(643,446)	-22.5%	11
12	Payroll related	358,105	800,950	(442,844)	-55.3%	1,990,482	3,740,425	(1,749,943)	-46.8%	12
13	Maintenance of general plant	273,292	283,758	(10,466)	-3.7%	(1,553,831)	1,583,727	(3,137,558)	-198.1%	13
14	Depreciation	1,967,750	1,967,750	-	0.0%	7,871,000	7,871,000	-	0.0%	14
15	Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16	Provision for doubtful accounts	974	-	974	0.0%	3,895	-	3,895	0.0%	16
17	Provision for claims	1,809	65,001	(63,191)	-97.2%	(483,262)	193,125	(676,388)	-350.2%	17
18	Total operating expenses	4,046,413	4,399,008	(352,595)	-8.0%	13,495,906	20,094,970	(6,599,064)	-32.8%	18
19	Operating income (loss)	(4,046,413)	(4,063,468)	17,055	-0.4%	(13,479,824)	(20,084,310)	6,604,486	-32.9%	19
Non-operating revenues (expense):										
20	Two-mill tax	-	23	(23)	-100.0%	-	23	(23)	-100.0%	20
21	Three-mill tax	6,632,478	3,766,030	2,866,448	76.1%	11,763,489	11,161,626	601,863	5.4%	21
22	Six-mill tax	6,962,120	4,250,323	2,711,797	63.8%	12,390,735	11,777,629	613,106	5.2%	22
23	Nine-mill tax	10,435,631	3,865,882	6,569,749	169.9%	18,572,770	17,654,212	918,558	5.2%	23
24	Interest income	13,954	353,968	(340,014)	-96.1%	30,271	362,047	(331,775)	-91.6%	24
25	Other Taxes	-	-	-	0.0%	-	-	-	0.0%	25
26	Other Income	-	-	-	0.0%	-	-	-	0.0%	26
27	Interest expense	-	-	-	0.0%	-	-	-	0.0%	27
28	Operating and maintenance grants	-	-	-	0.0%	-	-	-	0.0%	28
29	Provision for claims	-	-	-	0.0%	-	-	-	0.0%	29
30	Total non-operating revenues	24,044,182	12,236,226	11,807,957	96.5%	42,757,266	40,955,537	1,801,729	4.4%	30
31	Income before capital contributions	19,997,769	8,172,758	11,825,011	144.7%	29,277,441	20,871,227	8,406,214	40.3%	31
32	Capital contributions	-	437,808	(437,808)	-100.0%	-	1,622,077	(1,622,077)	-100.0%	32
33	Change in net position	19,997,769	8,610,566	11,387,203	132.2%	29,277,441	22,493,304	6,784,138	30.2%	33
34	Audit Adjustment	202,438								34
35	Net position, beginning of year	1,122,335,176								35
36	Net position, end of year	1,151,612,617								36

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**DRAINAGE SYSTEM FUND**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH BUDGET COMPARISONS**  
**April 2020 Preliminary Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Budget	Variance	%	Actual	Budget	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	-	-	-	0.0%	-	-	-	0.0%	1
2 Sewerage service charges and del fees	-	-	-	0.0%	-	-	-	0.0%	2
3 Plumbing inspection and license fees	-	-	-	0.0%	-	-	-	0.0%	3
4 Other revenues	-	-	-	100.0%	16,082	-	16,082	100.0%	4
5 Total operating revenues	-	-	-	100.0%	16,082	-	16,082	100.0%	5
<b>Operating Expenses:</b>									
6 Power and pumping	576,110	555,690	20,420	3.7%	2,201,055	2,222,761	(21,706)	-1.0%	6
7 Treatment	-	-	-	0.0%	-	-	-	0.0%	7
8 Transmission and distribution	265,898	527,298	(261,400)	-49.6%	1,223,952	2,109,193	(885,241)	-42.0%	8
9 Customer accounts	918	1,486	(568)	-38.2%	3,752	5,943	(2,191)	-36.9%	9
10 Customer service	6,374	9,527	(3,153)	-33.1%	25,695	38,109	(12,414)	-32.6%	10
11 Administration and general	595,182	1,292,226	(697,044)	-53.9%	2,213,169	5,168,902	(2,955,733)	-57.2%	11
12 Payroll related	358,105	406,396	(48,291)	-11.9%	1,990,482	1,625,585	364,897	22.4%	12
13 Maintenance of general plant	273,292	584,637	(311,345)	-53.3%	(1,553,831)	2,338,549	(3,892,380)	-166.4%	13
14 Depreciation	1,967,750	1,912,500	55,250	2.9%	7,871,000	7,650,000	221,000	2.9%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	974	-	974	0.0%	3,895	-	3,895	0.0%	16
17 Provision for claims	1,809	99,108	(97,299)	-98.2%	(483,262)	396,433	(879,696)	-221.9%	17
18 Total operating expenses	4,046,413	5,388,869	(1,342,456)	-24.9%	13,495,906	21,555,475	(8,059,569)	-37.4%	18
19 Operating income (loss)	(4,046,413)	(5,388,869)	1,342,456	-24.9%	(13,479,824)	(21,555,475)	8,075,651	-37.5%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%	20
21 Three-mill tax	6,632,478	1,501,084	5,131,394	341.8%	11,763,489	6,004,337	5,759,152	95.9%	21
22 Six-mill tax	6,962,120	1,585,226	5,376,894	339.2%	12,390,735	6,340,903	6,049,832	95.4%	22
23 Nine-mill tax	10,435,631	2,376,156	8,059,475	339.2%	18,572,770	9,504,623	9,068,147	95.4%	23
24 Interest income	13,954	42,003	(28,049)	-66.8%	30,271	168,010	(137,739)	-82.0%	24
25 Other Taxes	-	42,746	(42,746)	-100.0%	-	170,983	(170,983)	-100.0%	25
26 Other Income	-	-	-	0.0%	-	-	-	0.0%	26
27 Interest expense	-	-	-	0.0%	-	-	-	0.0%	27
28 Operating and maintenance grants	-	42,052	(42,052)	-100.0%	-	168,209	(168,209)	-100.0%	28
29 Provision for grants	-	-	-	0.0%	-	-	-	0.0%	29
30 Total non-operating revenues	24,044,182	5,589,266	18,454,916	330.2%	42,757,266	22,357,065	20,400,201	91.2%	30
31 Income before capital contributions	19,997,769	200,397	19,797,372	9879.1%	29,277,441	801,590	28,475,852	3552.4%	31
32 Capital contributions	-	-	-	0.0%	-	-	-	0.0%	32
33 Change in net position	19,997,769	200,397	19,797,372	9879.1%	29,277,441	801,590	28,475,852	3552.4%	33
34 Audit Adjustment					-				34
35 Net position, beginning of year					1,122,335,176	1,122,132,738	202,438	0.0%	35
36 Net position, end of year					1,151,815,055	1,122,934,328	28,880,728	2.6%	36



# SEWERAGE AND WATER BOARD OF NEW ORLEANS

June 10, 2020

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

## **Preliminary Unaudited Financial Results through April 2020**

Attached are the *Statement of Revenues, Expenses, and Changes in Net Position* with budget and prior year comparisons for the water, sewer, drainage and total systems through April 2020. This data reflects preliminary results and may change upon completion of the 2019 audit. The Variance Indicators for Financial Results through April 2020 is also attached. Also, attached is the Unrestricted Cash in days through April 2020.

### **Operating Revenues:**

**Water System Fund** (pages 7 and 8, line 5) April 2020 MTD operating revenues of \$8,423,620 is \$1,536,578 (or 15.4%) less than budgeted and \$1,115,582 (or 11.7%) less than April 2019 MTD. April 2020 YTD operating revenues of \$40,085,986 is \$245,193 (or 0.6%) more than budgeted and \$5,236,515 (or 15.0%) more than April 2019 YTD.

**Sewer System Fund** (pages 13 and 14, line 5) April 2020 MTD operating revenues of \$10,206,942 is \$2,255,171 (or 18.1%) less than budgeted and \$1,913,975 (or 15.8%) less than April 2019 MTD. April 2020 YTD operating revenues of \$48,885,850 is \$962,601 (or 1.9%) less than budgeted and \$4,736,692 (or 10.7%) more than April 2019 YTD.

**Drainage System Fund** (pages 19 and 20, line 5) April 2020 MTD operating revenues of \$0 is 100.0% more than budgeted and \$335,540 (or 100.0%) less than April 2019 MTD. April 2020 YTD operating revenues of \$16,082 is 100.0% more than budgeted and \$5,422 (or 50.9%) more than April 2019 YTD.

**Total System Funds** (pages 1 and 2, line 5) April 2020 MTD operating revenues of \$18,630,562 is \$3,791,749 (or 16.9%) less than budgeted and \$3,365,097 (or 15.3%) less than April 2019 MTD. April 2020 YTD operating revenues of \$88,987,918 is \$701,326 (or 0.8%) less than budgeted and \$9,978,629 (or 12.6%) more than April 2019 YTD.

### **Operating Expenses:**

**Water System Fund** (pages 7 and 8, line 18) April 2020 MTD operating expenses of \$6,019,008 is \$3,561,165 (or 37.2%) less than budgeted and \$918,397 (or 13.2%) less than April 2019 MTD. April 2020 YTD operating expenses of \$21,532,210 is \$16,788,480 (or 43.8%) less than budgeted and \$9,015,616 (or 29.5%) less than April 2019 YTD.

**Sewer System Fund** (pages 13 and 14, line 18) April 2020 MTD operating expenses of \$9,449,617 is \$2,329,224 (or 19.8%) less than budgeted and \$2,828,536 (or 42.7%) more than April 2019 MTD. April 2020 YTD operating expenses of \$26,454,128 is \$20,661,234 (or 43.9%) less than budgeted and \$1,696,482 (or 6.0%) less than April 2019 YTD.

**Drainage System Fund** (pages 19 and 20, line 18) April 2020 MTD operating expenses of \$4,046,413 is \$1,342,456 (or 24.9%) less than budgeted and \$352,595 (or 8.0%) less than April 2019 MTD. April 2020 YTD operating expenses of \$13,495,906 is \$8,059,569 (or 37.4%) less than budgeted and \$6,599,064 (or 32.8%) less than April 2019 YTD.

**Total System Funds** (pages 1 and 2, line 18) April 2020 MTD operating expenses of \$19,515,038 is \$7,232,844 (or 27.0%) less than budgeted and \$1,557,545 (or 8.7%) more than April 2019 MTD. April 2020 YTD operating expenses of \$61,482,244 is \$45,509,284 (or 42.5%) less than budgeted and \$17,311,161 (or 22.0%) less than April 2019 YTD.



## SEWERAGE AND WATER BOARD OF NEW ORLEANS

### Non-Operating Revenues:

**Water System Fund** (pages 7 and 8, line 28) April 2020 MTD non-operating revenues of \$20 is \$315,379 (or 100.0%) less than budgeted and \$14,958 (or 99.9%) less than April 2019 MTD. April 2020 YTD non-operating revenues of -\$857,786 is \$2,119,382 (or 168.0%) less than budgeted and \$1,115,797 (or 432.5%) less than April 2019 YTD.

**Sewer System Fund** (pages 13 and 14, line 28) April 2020 MTD non-operating revenues of \$2 is \$216,991 (or 100.0%) less than budgeted and \$5,601 (or 100.0%) less than April 2019 MTD. April 2020 YTD non-operating revenues of -\$996,987 is \$1,864,961 (or 214.9%) less than budgeted and \$1,269,556 (or 465.8%) less than April 2019 YTD.

**Drainage System Fund** (pages 19 and 20, line 28) April 2020 MTD non-operating revenues of \$24,044,182 is \$18,454,916 (or 330.2%) more than budgeted and \$11,807,957 (or 96.5%) more than April 2019 MTD. April 2020 YTD non-operating revenues of \$42,757,266 is \$20,400,201 (or 91.2%) more than budgeted and \$1,801,729 (or 4.4%) more than April 2019 YTD.

**Total System Funds** (pages 1 and 2, line 28) April 2020 MTD non-operating revenues of \$24,044,205 is \$17,922,546 (or 292.8%) more than budgeted and \$11,787,399 (or 96.2%) more than April 2019 MTD. April 2020 YTD non-operating revenues of \$40,902,493 is \$16,415,858 (or 67.0%) more than budgeted and \$583,624 (or 1.4%) less than April 2019 YTD.

### Income Before Contributions in Aid of Construction:

**Water System Fund** (pages 7 and 8, line 29) April 2020 MTD income before contributions of \$2,404,632 is \$1,709,207 (or 245.8%) more than budgeted and \$212,143 (or 8.1%) less than April 2019 MTD. April 2020 YTD income before capital contributions of \$17,695,990 is \$14,914,292 (or 536.2%) more than budgeted and \$13,136,334 (or 288.1%) more than April 2019 YTD.

**Sewer System Fund** (pages 13 and 14, line 29) April 2020 MTD income before contributions of \$757,327 is \$142,938 (or 15.9%) less than budgeted and \$4,748,111 (or 86.2%) less than April 2019 MTD. April 2020 YTD income before capital contributions of \$21,434,736 is \$17,833,673 (or 495.2%) more than budgeted and \$5,163,618 (or 31.7%) more than April 2019 YTD.

**Drainage System Fund** (pages 19 and 20, line 29) April 2020 MTD income before contributions of \$19,997,769 is \$19,797,372 (or 9879.1%) more than budgeted and \$11,825,011 (or 144.7%) more than April 2019 MTD. April 2020 YTD income before capital contributions of \$29,277,441 is \$28,475,852 (or 3552.4%) more than budgeted and \$8,406,214 (or 40.3%) more than April 2019 YTD.

**Total System Funds** (pages 1 and 2, line 29) April 2020 MTD income before contributions of \$23,159,729 is \$21,363,641 (or 1189.5%) more than budgeted and \$6,864,757 (or 42.1%) more than April 2019 MTD. April 2020 YTD income before capital contributions of \$68,408,168 is \$61,223,816 (or 852.2%) more than budgeted and \$26,706,166 (or 64.0%) more than April 2019 YTD.



## SEWERAGE AND WATER BOARD OF NEW ORLEANS

The balances of funds from the Series 2014 bond proceeds available for capital construction as of April 30, 2020 are:

	Water	Sewer	Total
<b>Original Balance</b>	\$ 154,727.35	\$ 53,215.52	\$ 207,942.87
<b>Less Disbursements</b>	-	-	-
<b>Plus Reimbursements</b>	-	-	-
<b>Plus Income</b>	27.80	-	27.80
<b>Ending Balance</b>	\$ 154,755.15	\$ 53,215.52	\$ 207,970.67

The balances of funds from the Series 2015 bond proceeds available for capital construction as of April 30, 2020 are:

	Water	Sewer	Total
<b>Original Balance</b>	\$ 129,244.12	\$ 95,333.24	\$ 224,577.36
<b>Less Disbursements</b>	-	-	-
<b>Plus Reimbursements</b>	-	-	-
<b>Plus Income</b>	2.14	3.68	5.82
<b>Ending Balance</b>	\$ 129,246.26	\$ 95,336.92	\$ 224,583.18

<b>Total</b>	\$ 284,001.41	\$ 148,552.44	\$ 432,553.85
--------------	---------------	---------------	---------------

The days-of-cash at April 30, 2020 were 138 days for the water system, 164 days for the sewer system, 371 days for the drainage system and 188 days for the total systems. Drainage and total systems results were above the policy target of 180 days. Water and sewer systems did not meet its policy target of 180 days.

SWBNO has a debt service target of 1.50 times for both the water and sewer systems. The bond covenant minimum coverages are 1.25 times for both water and sewer. The preliminary 2019 debt service is 2.83 for water and 3.13 for sewer. They both meet the debt service target and bond covenant minimum.

**Certification.** In connection with the accompanying unaudited monthly financial report of the Sewerage and Water Board of New Orleans for the period ending April 30, 2020, I hereby certify that, to my knowledge, the preliminary information contained in the report presents the financial condition and results of the Board.

Joanne Forhan  
Interim Controller

**Sales and Delinquent Fees**

\$ in 1000s

<b>Water</b>	<b>2020</b>	<b>2019</b>	<b>Difference</b>	<b>% change</b>	<b>2020</b>
YTD March	31,061	24,725	6,337	25.6%	26,910
April	8,328	9,331	(1,002)	-10.7%	6,799
YTD April	39,390	34,055	5,335	15.7%	33,709
<b>Sewer</b>					
YTD March	38,463	31,746	6,718	21.2%	37,200
April	10,182	12,067	(1,885)	-15.6%	9,610
YTD April	48,645	43,813	4,832	11.0%	46,810



**Cash collections**

<b>2019</b>	<b>Difference</b>	<b>% change</b>
20,747	6,163	29.7%
8,207	(1,408)	-17.2%
28,954	4,755	16.4%

30,541	6,659	21.8%
11,922	(2,312)	-19.4%
42,463	4,347	10.2%

# HR/Payroll Report

*June 2020*



## **Special Interest Articles:**

- COVID-19 Response.
- Training Opportunities.
- Focused Hiring.

## **Departments**

- **Human Resources**
- **Payroll**

# Training Opportunities

## Mandatory Learning

### Ethics

Ethics Training may be completed online at any time.

### Harassment Prevention

Harassment Prevention training can now be completed **online at any time**. The Harassment Prevention training video can be found at the following link: <https://tinyurl.com/y79oppfn>  
The video and attached quiz should take approximately one hour to complete.

## Customer Service

Customer Service training can now be completed online at any time.



As we enter June, all in-person trainings are still suspended until further notice. However, we are now offering some mandatory trainings online. Additionally, The Sewerage & Water Board of New Orleans would like you to be aware of other valuable remote training and development opportunities.

## Remote Learning Opportunities

### FEMA/GOHSEP

FEMA's Emergency Management Institute offers an Independent Study Pro-gram with over 200 training courses via their training website: <https://training.fema.gov/is/>

### Delgado Community College

Through June 30, Delgado's Workforce Development program is offering free self-paced online continuing education

courses. A list of courses can be found at the following page: <https://www.dcc.edu/go/free-online>

### Coursera

Coursera is providing free learning resources on a wide variety of topics, including those related to COVID-19, such as contact tracing. More information about classes can be found at the following link: <https://www.coursera.org/>



## **Recruitment**

In addition to 308 vacancies the team has been filling; there was a big push late April into June to bolster our Water Service Inspector I staff. These efforts are ongoing, we anticipate an additional 17 employees on the street and ready to serve in the coming weeks.

We would also like to celebrate eight new hires to our organization.

- **Clint Chauis II**
- **Iriana Veals**
- **Rosita Thomas**
- **Joshua Payne**
- **Cardell Silas**
- **Jeremy Rouse**
- **Edward Randolph**
- **Natalie Leon**

## **Class/Comp**

**The HR team would like to acknowledge promotions and congratulate the following employees:**

- **Walter Castille**
- **Henry Smith**
- **Kenny Duncan**
- **LaDafeio Dunbar**
- **Rashad Hatcher**
- **Kyle Breaux**
- **Kevin Braxton**



## Employee Relations

This department has played a vital role in the SWBNO COVID-19 response.

Members are serving as lead on the Vetted Civil Leave team; that provides assistance to employees with underlining health conditions, childcare and eldercare issues.

They also serve as members on the HR COVID response team that is

dedicated to educating our employees about COVID-19, conducting contact tracing and aiding employees that have tested positive.

This group has also processed all employee disciplinary actions, resignations and terminations during this time. Please see below:

- Disciplinary Actions: 5
- Terminations: 1
- Resignations: 5

## Payroll

As a response to SWBNO's social distancing efforts, many employees are working from home. This has resulted in our Payroll staff taking on the additional duties of collecting, organizing and manually inputting timesheets that are submitted via email.

With minimal staff, this group has continued to process both weekly and bi-weekly payroll runs on time and without complaint. If you ask any employee at the

Board; they have been the unsung heroes throughout the pandemic.

***“They have been the unsung heroes throughout the pandemic.”***



# Coming Soon!

- *New Training Opportunities*
- *HR/Payroll System Updates*

**We're on the Web!**

**See us at:**

[www.swbno.org](http://www.swbno.org)



**OFFICE OF GENERAL SUPERINTENDENT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**June 17, 2020**

To the Honorable President and members of the Sewerage and Water Board of New Orleans:

The following report for the month of May presented herewith:

Contract 1368 – M.R. Pittman Group, LLC – Hazard Mitigation Grant Project. Oak Street Pumping Station. This work is approximately 95% complete. (CP Item 112).

Contract 1377 – M.R. Pittman Group, LLC – Water Hammer Hazard Mitigation Program. Claiborne Avenue Pump Station & Off-Site Improvements. This work is approximately 5% complete. (CP Item 175).

Contract 1384 – M.R. Pittman Group, LLC – Sycamore Filter Gallery Backwash Pump Replacement. Contract accepted by the Board on December 18, 2019, awaiting clear lien & retainage payment. This work is 100% complete. (CP Item 122).

Contract 170065 – Echologics, LLC. – Leak Detection Services. This work is approximately 87% complete. (CP Item 175).

Contract 2125 – Wallace C. Drennan, Inc. – Waterline Replacement & Extensions. Contract accepted by the Board on October 16, 2019, awaiting clear lien & retainage payment. This work is 100% complete. (CP Item 175).

Contract 2129 – Wallace C. Drennan, Inc. – Water Point Repair. This work is approximately 96% complete. (CP Item 214).

Contract 2130 – Wallace C. Drennan, Inc. – Water Point Repair. This work is approximately 99% complete. (CP Item 175).

Contract 3665 – TKT MJ, Inc. – Hurricane Katrina 404 Hazard Mitigation Grant Program Replacement of DOTD Sewage Lift Station. Contract is currently in litigation. This work is 100% complete. (CP Item 340).

Contract 3667 – TKTMJ, Inc. – Hurricane Katrina 404 Hazard Mitigation Grant Program Replacement of Plum Orchard Sewage Lift Station. Contract is currently in litigation. This work is 100% complete. (CP Item 340).

Contract 3799 – Industrial & Mechanical Contractors, Inc. – Installation of Sludge Dryer at the East Bank Wastewater Treatment Plant. This work is approximately 75% complete. (CP Item 348).

Contract 30102 – The McDonnell Group – DPS 17/Station D Structural Repairs. This work is approximately 88% complete. (CP Item 511).

Contract 30109 – Cycle Construction – Sewer Pumping Station A Structural Rehabilitation. This work is approximately 30% complete. (CP Item 326).

Contract 30110 – Barnes Electric – Electrical Improvements Phase 2 at the EBWWTP. Contract accepted by the Board on September 18, 2019, awaiting clear lien & retainage payment. This work is 100% complete. (CP Item 348).

Contract 30207 – BLD Services, Inc. – New Orleans East Read East & West Viavant. This work is Contract accepted by the Board on November 20, 2019, awaiting clear lien & retainage payment. This work is 100% complete. (CP Item 317).

Contract 30208 – Fleming Construction Co., Inc. – New Orleans East De'Lest & Venetian Isles. This work is approximately 99% complete. (CP Item 317).

Contract 30217 – CES – Cleaning & CCTV Inspection. This work is approximately 65% complete. (CP Item 375).

Contract 30218 – Wallace C. Drennan, Inc. – Sewer Point Repair. This work is approximately 62% complete. (O & M Item).

Contract 30219 – Wallace C. Drennan, Inc. – Manhole to Manhole & Sewer Point Repair. This work is approximately 35% complete. (CP Item 175).

Contract 5224 – Industrial & Mechanical Contractors, Inc. – Hurricane Katrina Related Repairs to New Carrollton Hospital, Marconi, Paris & Press Drainage Underpass Stations. This work is approximately 30% complete. (CP Item 511).



Contract 5243 – Industrial & Mechanical Contractors, Inc. – Drainage Pump Station #4 Anti-Siphon Project. This work is approximately 10% complete. (CP Item 535).

Contract 8145 – Wallace C. Drennan, Inc. – Repaving Zone 4. This work is approximately 50% complete. (O & M Item).

Contract 8162 – Fleming Construction Co., Inc. – Paving Zone 3. This work is approximately 14% complete. (O & M Item).

Contract 8163 – Fleming Construction Co., Inc. – Paving Zone 4. This work is approximately 24% complete. (O & M Item).

## PLUMBING DEPARTMENT

Submitted herewith, you will find the monthly report for work performed by the Plumbing Department;

There were 246 Plumbing and 6 Backflow permits issued during the month of **May**. This department complied with 329 requests for Plumbing Inspections, which consists of inspections conducted with Licensed Plumbing Contractors, Property Owners, Tenants, Department of Health and Hospitals Sanitarians, and Environmental Inspectors.

For your information, the following numbers are of the permits issued and inspections conducted.

	<u>Mar</u>	<u>Apr</u>	<u>2020 May</u>	<u>2019 May</u>	<u>YTD 2020</u>
Plumbing Permits Issued	170	246	188	282	
Backflow Permits Issued	012	006	004	002	
	<b>182</b>	<b>252</b>	<b>192</b>	<b>284</b>	<b>1019</b>
<b>Inspections Conducted</b>					
Water	321	192	174	415	
Special	027	000	000	218	
Final	130	128	098	271	
<b>Totals</b>	<b>478</b>	<b>320</b>	<b>272</b>	<b>904</b>	<b>2103</b>

## RAINFALL REPORT FOR MAY 2020

The rainfall for the month of **May** was **5.47"**, compared to the 127-year average of **4.88"** for the month of **May**. The cumulative rainfall through the Fifth month of the year was **19.67"** compared to the 127-year average of **23.86"**.

### AVERAGE DAILY PUMPAGE FOR THE MONTH OF MAY

New Orleans Side  
Algiers Side

130.85 Million Gallons Per Day  
9.60 Million Gallons Per Day

Respectfully submitted,



**ROBERT TURNER**  
**GENERAL SUPERINTENDENT**

RT/zfg  
GENSUP%6-17-20

Project Delivery Unit  
May 2020 Closeout Snapshot

FEMA Public Assistance	# of Project Worksheets	FEMA Obligated	FEMA Revenue Received per LAPA	FEMA Obligation Balance	% Financially Complete	# of Projects Submitted for Closeout	OBLIGATED Value of Projects Submitted for Closeout	POTENTIAL Value of Projects Submitted to Closeout	# of Projects Officially Closed	OBLIGATED Value of Projects Officially Closed	% Submitted	% Closed	# of Projects Submitted but Not Officially Closed	OBLIGATED Value of Projects Submitted but Not Officially Closed
Hurricane Katrina - St. Joseph Headquarters	20	\$ 3,337,110.14	\$ 3,032,390.41	\$ 304,719.73	91%	19	\$ 2,236,513.15	\$ 2,236,513.15	19	\$ 2,236,513.15	95%	95%	0	\$ -
Hurricane Katrina - Central Yard	42	\$ 27,845,461.90	\$ 26,158,109.94	\$ 1,687,351.96	94%	42	\$ 27,845,461.90	\$ 27,538,310.90	29	\$ 21,830,477.97	100%	69%	13	\$ 6,014,983.93
Hurricane Katrina - Wastewater Treatment Plan	128	\$ 90,849,614.02	\$ 81,818,793.12	\$ 9,030,820.90	90%	127	\$ 83,812,204.42	\$ 80,401,827.42	118	\$ 35,351,435.93	99%	92%	9	\$ 48,460,768.49
Hurricane Katrina - Carrollton Water Plant	55	\$ 75,901,500.33	\$ 66,324,093.04	\$ 9,577,407.29	87%	54	\$ 64,186,448.61	\$ 64,093,195.06	51	\$ 13,730,451.46	98%	93%	3	\$ 50,455,997.15
Hurricane Katrina - Distribution Network	27	\$ 196,982,528.55	\$ 162,620,287.54	\$ 34,362,241.01	83%	25	\$ 116,490,014.08	\$ 120,481,931.60	18	\$ 30,028,021.61	93%	67%	7	\$ 86,461,992.47
Hurricane Katrina - Pump Stations	166	\$ 81,286,159.38	\$ 72,165,651.77	\$ 9,120,507.61	89%	159	\$ 78,655,405.97	\$ 80,169,077.46	140	\$ 55,875,255.65	96%	84%	19	\$ 22,780,150.32
Hurricane Gustav	9	\$ 667,553.90	\$ 668,689.06	\$ (1,135.16)	100%	9	\$ 667,553.90	\$ 667,553.90	8	\$ 665,778.64	100%	89%	1	\$ 1,775.26
Hurricane Isaac	8	\$ 1,554,775.01	\$ 955,019.44	\$ 599,755.57	61%	6	\$ 1,151,599.94	\$ 67,467.45	2	\$ 7,391.29	75%	25%	4	\$ 1,144,208.65
Tropical Storm Nate	2	\$ 439,728.39	\$ 80,519.47	\$ 359,208.92	18%	1	\$ 20,939.45	\$ -	1	\$ 20,939.45	50%	50%	0	\$ -
Hurricane Barry	1	\$ -	\$ -	\$ -	0%	0	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Total	458	\$ 478,864,431.62	\$ 413,823,553.79	\$ 65,040,877.83	86%	442	\$ 375,066,141.42	\$ 375,655,876.94	386	\$ 159,746,265.15	97%	84%	56	\$ 215,319,876.27

FEMA Joint Infrastructure	# of Project Worksheets	FEMA Obligated	FEMA Revenue Received per LAPA	FEMA Obligation Balance	% Financially Complete	# of Projects Submitted for Closeout	OBLIGATED Value of Projects Submitted for Closeout	POTENTIAL Value of Projects Submitted to Closeout	# of Projects Officially Closed	OBLIGATED Value of Projects Officially Closed	% Submitted	% Closed	# of Projects Submitted but Not Officially Closed	OBLIGATED Value of Projects Submitted but Not Officially Closed
Hurricane Katrina - JIRR settlement	2	\$ 268,448,968.15	\$ 4,015,444.78	\$ 264,433,523.37	1%	0	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Hurricane Katrina - JIRR donors	53	\$ 67,974,464.64	\$ 54,504,232.40	\$ 13,470,232.24	80%	38	\$ 47,181,256.48	\$ 50,367,561.69	1	\$ 34,116.14	72%	0%	37	\$ 47,147,140.34
Total	55	\$ 336,423,432.79	\$ 58,519,677.18	\$ 277,903,755.61	17%	38	\$ 47,181,256.48	\$ 50,367,561.69	1	\$ 34,116.14	69%	2%	37	\$ 47,147,140.34

FEMA Hazard Mitigation Grant Program	# of Contracts	FEMA Obligated	FEMA Revenue Received per LAHM	FEMA Obligation Balance	% Financially Complete	# of Contracts Completed	OBLIGATED Value of Projects Submitted for Closeout	POTENTIAL Value of Projects Submitted to Closeout	# of Projects Officially Closed	OBLIGATED Value of Projects Officially Closed	% Submitted	% Closed	# of Projects Submitted but Not Officially Closed	OBLIGATED Value of Projects Submitted but Not Officially Closed
Hurricane Katrina - Retrofit of Power House	12	\$ 198,391,716.00	\$ 107,483,399.78	\$ 90,908,316.22	54%	5	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Hurricane Katrina - Flood Mitigation of 9 SPS	9	\$ 19,987,722.00	\$ 19,299,825.10	\$ 687,896.90	97%	9	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Hurricane Ike - Five Underpass Generators	1	\$ 988,658.00	\$ 839,129.23	\$ 149,528.77	85%	0	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Total	22	\$ 219,368,096.00	\$ 127,622,354.11	\$ 91,745,741.89	58%	14	\$ -	\$ -	0	\$ -	64%	0%	0	\$ -

TOTALS as of 05.28.2020

FEMA Obligated	FEMA Revenue Received	FEMA Obligation Balance
\$ 1,034,655,960.41	\$ 599,965,585.08	\$ 434,690,375.33



# SEWERAGE AND WATER BOARD

## Inter-Office Memorandum

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Date: June 1, 2020

To: Brionne Lindsey  
Sewerage and Water Board New Orleans –Board Relations

Through: Ghassan Korban, SWBNO Executive Director

From: Patti J. Wallace, Purchasing Director  
Purchasing Department

Re: **Executive Director's Approval of Contracts of \$1,000,000.00 or less**

**1. Lamarque Ford**

3101 Williams Blvd  
Kenner, LA 70065

- Furnishing & Installing Automotive Remanufactured Engines and Related Parts
- Requisition# YG20-0005
- Start Date: 07/01/2020
- \$614,080.00 annually
- DBE Goal 0%

**2. Walter J Barnes Electric Co Inc.**

2324 Severn Ave.,  
Suite 200 Metairie, LA 70001

- Project EE200004 - 2020 Installation Of Feeder CFC2 From The Plant Frequency Changer To Carrollton Frequency Changer
- 60 Days from the NTP
- 476,488.35
- DBE Goal 0%

**3. Pipeline Services Inc.**

3400 W. Esplanade Ave. N. Suite B,  
Metairie, LA 70002

- West Bank Wastewater Treatment Plant Back Flow Preventer
- 30 Days from the NTP
- \$38,990.00
- DBE Goal 0%

**4. Pipeline Services Inc.**

3400 W. Esplanade Ave. N. Suite B,  
Metairie, LA 70002

- East Bank Wastewater Treatment Plant Back Flow Preventer
- 30 Days from the NTP
- \$119,880.00
- DBE Goal 0%

**5. Atakapa Services LLC**

10542 S. Glenstone Place,  
Baton Rouge, LA 70810

- Contract 3742 Cleaning and CCTV Inspection of Sanitary Sewer Mains and Scattered Sites within Orleans Parish
- One (1) year with an additional two (1) year renewal options
- \$793,750.00
- DBE Goal 36%

Upon request, complete contract available for review in the Procurement Office.



# SEWERAGE AND WATER BOARD

## Inter-Office Memorandum

**Date:** June 1, 2020

**To:** Ghassan Korban, Executive Director

**Thru:** Irma Plummer, EDBP Director



**From:** Lyria Hicks, EDBP Compliance Officer

**Re:** EDBP Department Summary – May 2020

### ANALYSES CONDUCTED BY EDBP

For the month of May 2020, the EDBP Department did not receive any Goods and Services contracts to review.

For the month of May 2020, the EDBP Department received one (1) Professional Service contract to review.

### **REQUEST FOR PROPOSAL FOR BAYOU SAINT JOHN GREEN INFRASTRUCTURE DEMONSTRATION PROJECT**

On Tuesday, May 5, 2020, two (2) proposals were received for subject project. The respondents are as follows:

**Dana Brown and Associates (DBA)**  
**Arcadis**

**468 pts**

**431 pts**

The highest evaluated score was from **Dana Brown and Associates**, with a total raw score of 468 points.

Five (5%) SLDBE participation goal was requested on subject proposal.

**Dana Brown and Associates** submitted itself (ineligible, certified SLDBE) to provide green infrastructure design, landscape architecture and community engagement; and Adaptation Strategies (eligible, certified SLDBE) to provide water quality testing and monitoring. Signed correspondence from DBE on its letterhead was provided reaffirming negotiated terms.

**Total participation:** 15%

Note: SWBNO policy does not allow the work performed by the prime to be counted towards meeting the posted DBE participation goal.



**Arcadis** submitted APS Engineering and Testing LLC (Eligible, certified SLDBE) to provide geotechnical/infiltration testing and utility investigation; GOTECH, Inc. (Eligible, certified SLDBE) to provide land surveying; The Hawthorne Agency, Inc. (Eligible, certified SLDBE) to provide community outreach and education; and ILSI Engineering, Inc. – (Eligible, certified SLDBE) to provide planning and design, green infrastructure, civil/site design and OM&M services. Signed correspondence from DBEs on their letterhead was provided reaffirming negotiated terms.

**Total participation:** 35%

Based on analysis of the DBE participation submitted, the Economically Disadvantaged Business Program recommends that the proposed DBE participation submitted by Dana Brown and Associates and Arcadis be considered responsive in meeting EDBP proposal requirements.

For the month of May 2020, the EDBP Department did not receive any Construction contracts to review.

### **CONSTRUCTION REVIEW COMMITTEE RECOMMENDATIONS**

The Construction Review Committee convened on Thursday, May 14, 2020, and made the following recommendations:

#### **OPEN MARKET CONTRACTS**

- |                    |   |
|--------------------|---|
| <b>1)</b>          | <b>Contract #8165: Repaving Open Cuts in Driveways and Sidewalks Resulting from the Repair to the Sewerage and Water Board of New Orleans Underground Utilities</b> |
| Budget Amount:     | \$1,122,400.00  |
| Renewal Option(s): | Initial term of One (1) year with two (2) one-year renewal option   |
| Recommended Goal:  | 36%   |
| Justification:     | N/A   |

#### **INFORMATION ITEM**

- |                    |   |
|--------------------|---|
| <b>1)</b>          | <b>Contract #1403: C-7/C-8 BASIN DEMOLITION</b> |
| Budget Amount:     | \$6,545,033.75                                  |
| Renewal Option(s): | None  |
| Recommended Goal:  | 36%   |
| Justification:     | N/A   |

***CRC approved 36% DBE Participation Goal during March 2018 meeting. CRC extended goal at October 2018 meeting, and again at October 2019 meeting. Budget nor scope of work had changed for either extension.***

*This 6-month extension does include a budget increase due to inflation of cost of materials and labor, and for additional scope of work. The overall budget increase is \$326,014.75, of which \$37,351 is the added cost estimate related the additional SCADA scope of work. The EDBP recommended goal of 36% DBE participation remains intact.*

### **STAFF CONTRACT REVIEW COMMITTEE RECOMMENDATIONS**

The Staff Contract Review Committee convened on Thursday, May 14, 2020, and made the following recommendations:

#### **OPEN MARKET CONTRACTS**

**1) Request for Furnishing Anhydrous Ammonia**

Budget Amount: \$400,000.00  
Renewal Option(s): Initial term of One (1) year with one (1) one-year renewal option  
Recommended Goal: 0%  
Justification: Does not lend itself to subcontracting opportunities

**2) Request for Furnishing Fluorosilicic Acid**

Budget Amount: \$300,000.00  
Renewal Option(s): \$ Initial term of One (1) year with one (1) one-year renewal option  
Recommended Goal: 0%  
Justification: Does not lend itself to subcontracting opportunities

**3) Request for Auction Services for Sale of Junk Water Meters, Scrape Metal and Electrical Cable**

Budget Amount: Not an expenditure but a revenue  
Renewal Option(s): Initial term of One (1) year with three (3) one-year renewal options  
Recommended Goal: 0%  
Justification: Does not lend itself to subcontracting opportunities

**4) Request for Furnishing Leak Detection and Fire Flow Testing Services**

Budget Amount: \$1,000,000.00  
Renewal Option(s): Initial term of One (1) year with two (1) one-year renewal options  
Recommended Goal: 15%  
Justification: N/A



### **RENEWAL CONTRACTS**

**1) Request for Furnishing Polyelectrolyte to the Algiers and Carrollton Water Plant**

Budget Amount:	\$800,000.00
Amount Spent:	\$710,000.00
Renewal Term(s):	First of two (2) one-year renewal options
Renewal Cost:	\$800,000.00
Recommended	0%
Percentage Goal:	
Percentage Goal	0%
Achieved:	
Prime Contractor:	Polydyne, Inc.

### **FINAL ACCEPTANCE CONTRACTS with DBE PARTICIPATION**

There was one (1) project with DBE Participation Goals to review for the month of May 2020.

Contract #2132: Installation of New Water, Sewer, and Drain Service Connections at Various Sites throughout Orleans Parish

**1) Contract #2132: Installation of New Water, Sewer, and Drain Service Connections at Various Sites throughout Orleans Parish**

DBE Goal:	36%
DBE Participation	49.27%
Achieved:	
Prime Contractor:	Fleming Construction Company, LLC
Justification:	Does not lend itself to subcontracting opportunities

The Economically Disadvantage Business Program recommends that the participation on subject contract be approved for Final Acceptance.

### **SEWERAGE & WATER BOARD OF NEW ORLEANS CONTRACTS WITH DBE PARTICIPATION FOR May 2020**

There were no awarded contracts to report for the month of May 2020.

**Sewerage & Water Board New Orleans Awarded Projects with SLDBE Participation January 2020 - May 2020**

<b>Category</b>	<b>Category Dollar Amount</b>	<b>SLDBE Dollar Value</b>
<b>Construction Projects</b>	<b>\$ 29,202,355</b>	<b>\$ 10,352,217</b>
<b>Goods &amp; Services Projects</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Professional Services Projects</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total</b>	<b>\$ 29,202,355</b>	<b>\$ 10,352,217</b>

**Sewerage & Water Board of New Orleans Open Market Bids with DBE Participation January 2020 - May 2020**

**Construction Projects Awarded 2020**

Contract No./Description	%DBE Goal	Contract \$	Prime	Sub(s)	% DBE Part (Prime)	\$ Sub Award	\$ Sub Paid	% DBE Sub Paid	Award date
Cont #1370A: 60Hz Transformer/Switchgear	20%	\$ 11,414,960.00	Frischhertz Electric Co., Inc.	Carter Electric Supply, LLC	29.33%	\$ 3,348,180.00			2/19/2020
				Balthazar Elektriks Wholesale Distrubutors	7.34%	\$ 837,440.00			
				<b>Total</b>	<b>36.67%</b>	<b>\$ 4,185,620.00</b>			
Cont #30223: Southern Basin #4-Sewer Rehabilitation	36%	\$ 4,786,566.00	BLD Services, LLC	Choice Supply Solutions, LLC	6.02%	\$ 288,000.00			2/19/2020
				Advantage Manhole & Concrete Services, Inc.	2.84%	\$ 136,000.00			
				C&M Construction Group, Inc.	22.48%	\$ 1,076,000.00			
				Prince Dump Truck Service, LLC	4.68%	\$ 224,000.00			
				<b>Total</b>	<b>36.02%</b>	<b>\$ 1,724,000.00</b>			
Cont #30213: Southern Basin #1-Sewer Rehabilitation	36%	\$ 1,584,847.24	Grady Crawford Construction Co., Inc. of Baton Rouge	V. Keeler & Associates	3.37%	\$ 53,452.19			4/22/2020
				Commander Corporation	30.42%	\$ 482,185.18			
				Dieudonne Enterprises	1.87%	\$ 29,672.00			
				EFT Diversified	3.44%	\$ 54,466.46			
				<b>Total</b>	<b>39.11%</b>	<b>\$ 619,775.83</b>			

Contract No./Description	%DBE Goal	Contract \$	Prime	Sub(s)	% DBE Part (Prime)	\$ Sub Award	\$ Sub Paid	% DBE Sub Paid	Award date
Cont #30222: Southern Basin #3-Sewer Rehabilitation	36%	\$ 1,977,879.20	Grady Crawford Construction Co., Inc. of Baton Rouge	V. Keeler & Associates	5.24%	\$ 103,683.24			4/22/2020
				Commander Corporation	24.54%	\$ 485,469.60			
				Dieudonne Enterprises	1.91%	\$ 37,832.00			
				EFT Diversified	4.35%	\$ 86,000.00			
				<b>Total</b>	<b>36.05%</b>	<b>\$ 712,984.84</b>			
Cont #30224: Southern Basin #5-Sewer Rehabilitation	36%	\$ 4,576,947.00	BLD Services, LLC	Choice Supply Solutions, LLC	5.72%	\$ 262,000.00			4/22/2020
				Advantage Manhole & Concrete Services, Inc.	3.80%	\$ 174,000.00			
				C&M Construction Group, Inc.	21.80%	\$ 998,000.00			
				Prince Dump Truck Service, LLC	4.72%	\$ 216,000.00			
				<b>Total</b>	<b>36.05%</b>	<b>\$ 1,650,000.00</b>			
Cont #8164: Skilled and Unskilled Maintenance for Labor	30%	\$ 4,861,156.00	JEI Solutions	Clays Construction Group, LLC	9.12%	\$ 443,100.00			4/22/2020
				Jaes Plumbing & Construction LLC	9.04%	\$ 439,236.00			
				Perc Enterprises, Inc.	11.88%	\$ 577,500.00			
				<b>Total</b>	<b>30.03%</b>	<b>\$ 1,459,836.00</b>			

Contract No./Description	%DBE Goal	Contract \$	Prime	Sub(s)	% DBE Part (Prime)	\$ Sub Award	\$ Sub Paid	% DBE Sub Paid	Award date
Total Construction Projects		\$ 29,202,355.44			35.45%	\$10,352,216.67			

**Sewerage & Water Board of New Orleans Open Market Bids with DBE Participation January 2020 - May 2020**

**Professional Services Projects Awarded 2020**

<b>Contract No./Description</b>	<b>%DBE Goal</b>	<b>Contract \$</b>	<b>Prime</b>	<b>Sub(s)</b>	<b>% DBE Part (Prime)</b>	<b>\$ Sub Award</b>	<b>\$ Sub Paid</b>	<b>% DBE Sub Paid</b>	<b>Award date</b>
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**Total Professional Services  
Projects**

**Sewerage & Water Board of New Orleans Open Market Bids with DBE Participation January 2020 - May 2020**

**Goods & Services Projects Awarded 2020**

<b>Contract No./Description</b>	<b>%DBE Goal</b>	<b>Contract \$</b>	<b>Prime</b>	<b>Sub(s)</b>	<b>% DBE Part (Prime)</b>	<b>\$ Sub Award</b>	<b>\$ Sub Paid</b>	<b>% DBE Sub Paid</b>	<b>Award date</b>
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**Total Goods & Services  
Projects**