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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF NEW ORLEANS
AND
DENTONS US LLP
AND
WILKERSON & ASSOCIATES, PLC

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into by and between the City of New Orleans, through the Council of the City of New Orleans (the "Council") , represented by Jason R. Williams, Council President (as the "City") and the law firms of Dentons US LLP ("Dentons"), represented by Clinton A. Vince, Shareholder Partner, and Wilkerson & Associates, PLC ("Wilkerson"), represented by Walter J. Wilkerson, President (Dentons and Wilkerson collectively referred to as the "Contractors" or "Contractor"). The City and the Contractors may sometimes be collectively referred to as the "Parties." This Agreement is effective as of January 1st, 2017 (the "Effective Date").

WITNESSETH

WHEREAS, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council has selected hearing officers and consulting firms as advisors, in accordance with the competitive selection process required by the Home Rule Charter; and

WHEREAS, pursuant to Rule 45, the City Council adopted Motion M-16-266 on July 14, 2016, directing the Council staff to issue a Request for Qualifications to initiate a competitive selection process to obtain consultants with expertise essential to assisting the

1 Council in effectuating its regulatory authority over electric and gas utilities in New Orleans;
2 and

3 WHEREAS, a Request for Qualifications relative to electric and gas regulatory
4 services was issued on July 29, 2016; and

5 WHEREAS, responses to the Request for Qualifications were reviewed by the
6 Staff Selection Review Committee on December 6, 2016 and recommended that the
7 Council Utility, Cable, Telecommunications and Technology Committee give further
8 consideration to the respondents; and

9 WHEREAS, the Council Utility, Cable, Telecommunications and Technology
10 Committee met on December 14, 2016 and recommended that the response of the
11 Contractors be forwarded to the full Council for consideration of a contract for an initial
12 maximum amount as negotiated by the Council; and

13 WHEREAS, pursuant to Motion M-17-14, adopted on January 12, 2017 the City
14 Council approved the Contractors to be retained as special counsel to the City Council to
15 provide electric and/or natural gas regulatory consulting services for a period of up to five
16 years renewable on an annual basis; and

17 WHEREAS, pursuant to Motion M-17-14, the Council authorized the President
18 of the Council to sign a professional services contract with the Contractors for the
19 contract amount as specified herein.

20 NOW, THEREFORE, the Parties for the consideration, and under conditions set
21 forth, do agree as follows:

22 **ARTICLE I - PARTIES' OBLIGATIONS**

23 A. Contractors' Obligations. The Contractors shall:

1 1. Provide advice, counsel and representation to the Council as
2 “Special Counsel”; and

3 2. Provide legal and related consulting services to the Council in all
4 local, state and federal regulatory and legislative matters in respect to the electric and
5 natural gas utilities and suppliers providing services in New Orleans, including but not
6 limited to Entergy, its unregulated subsidiaries and its regulated operating subsidiary -
7 Entergy New Orleans, Inc. as may be required from time to time by the City Council, and
8 its staff.

9 B. City’s Obligations. The City shall:

10 1. Provide contract administration through the City Council Utilities
11 Regulatory Office; and

12 2. Provide access to records, documents and other information as may
13 be required. Additional support and information may be directed to the Council Utilities
14 Regulatory Office.

15 **ARTICLE II - COMPENSATION, EXPENSES, COSTS, AND BILLING**

16 **GUIDELINES**

17 A. Rates.

18 1. The compensation to be paid to Dentons for services rendered will
19 be at the hourly billing rate of:

20	Partners and	
21	Senior Managing Directors up to	\$600.00 per hour
22	Counsel and Of Counsel up to	\$475.00 per hour
23	Associates and	

1 Managing Directors up to \$400.00 per hour
2 Other Professional Staff \$235.00 per hour

3 2. The compensation to be paid to Wilkerson for services rendered
4 will be at the hourly billing rate of:

5 President \$375.00 per hour
6 Associates \$200.00 per hour
7 Other Professional Staff
8 (other than attorneys) \$120.00 per hour

9 B. Maximum Compensation Per Contractor.

10 1. The compensation to be paid to Dentons for such services shall not
11 exceed \$3,037,500.00. If there are any necessary and ordinary expenses attached to the
12 work of Dentons, these expenses, in addition to the fees outlined above, shall be
13 reimbursable by the City but the total amount of such expenses and fees shall not exceed
14 \$3,037,500.00.

15 2. The compensation to be paid to Wilkerson for such services shall
16 not exceed \$600,000.00. If there are any necessary and ordinary expenses attached to the
17 work of the firm of Wilkerson, these expenses, in addition to the fees outlined above,
18 shall be reimbursable by the City but the total amount of such expenses and fees shall not
19 exceed \$600,000.00.

20 C. Maximum Compensation. The maximum aggregate amount payable by
21 the City to the Contractors under this Agreement is \$3,637,500.00.

22 D. Reimbursable Expenses. Unless otherwise approved by the Contracting
23 Officer of the City Council, reimbursable expenses shall be limited as follows: meals at

1 reasonable and customary costs for the city in which they are consumed absent charges
2 for alcoholic beverages, air transportation limited to lowest available coach fares at the
3 time of booking, lodging expenses in New Orleans not to exceed federal per diem rate for
4 hotels in New Orleans to the extent achievable without an official governmental
5 identification for the personnel; postage, overnight delivery or courier services at
6 contractor's actual cost; facsimile transmissions and long distance telephone charges at
7 contractor's actual cost; copies at \$0.10 per page; computerized research at contractor's
8 actual cost.

9 E. Costs for Attendance and Staff. For the attendance at all meetings of the
10 Council, the Utility, Cable, Telecommunications and Technology Committee
11 ("UCTTC"), briefings of Councilmembers, and representation before any court or
12 regulatory body and during the conduct of regulatory proceedings before the Council and
13 other regulatory bodies, the Council will only provide labor fee reimbursement for one
14 personnel from any applicable firm, unless otherwise specifically approved by the
15 Contracting Officer of the City Council. The Contractors further agree to avoid the
16 unnecessary duplication of personnel and costs in the performance of services under this
17 Agreement and accordingly, shall staff all assignments with only qualified and
18 experienced personnel so as to only charge for the minimum number of personnel and
19 incur the least costs reasonably necessary to perform the assignments.

20 F. Billing Guidelines. The Contractors shall comply with the billing
21 guidelines attached to this Agreement under Exhibit A.

22 ARTICLE III - PAYMENT

23 A. Monthly Detailed Invoice. The Contractors shall each submit to the City

1 Council Utilities Regulatory Office a detailed monthly invoice for payment of services
2 rendered by the respective firm. Those invoices are subject to review and approval by the
3 City Council Utilities Regulatory Office.

4 **B. Submission of Invoices.** Upon approval, the City Council Utilities
5 Regulatory Office may submitted those invoices either to the City's Department of
6 Finance for payment by the City, or, alternatively, to a regulated utility company when
7 such invoices would be reimbursable by a utility because it is subject to regulation under
8 Section 3-130 of the Home Rule Charter and reimbursable pursuant to Section 3-130 (5)
9 of the Home Rule Charter.

10 **C. Payment by Regulated Utility Company.** In the event that a regulated
11 utility company pays an invoice submitted a firm:

12 **1.** The regulated utility company will send the payment to the
13 Council Utilities Regulatory Office which shall immediately forward it to the firm;

14 **2.** Said payment shall fully discharge the City's obligation for such
15 payment under this Agreement and be included in and applied to the maximum
16 compensation limits of this Agreement; and

17 **3.** Pursuant to Section 3-130 (5) of the Home Rule Charter, said
18 payment shall be recoverable as regulatory expense by such utility in the same manner as
19 reimbursements to the City for such payments.

20 **D. Records.** The Council Utilities Regulatory Office shall maintain records
21 of such payments which shall be public records. The said Council shall also forward
22 copies of such records as required to the Chief Administrative Office and the City's
23 Department of Finance.

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ARTICLE IV - DURATION AND TERMINATION

A. **Initial Term.** The term of this agreement shall be for 1 year, beginning the Effective Date through December 31, 2017. It is understood and acknowledged by the Contractors that the obligations described under these terms is to be accomplished during the time period specified herein.

B. **Extension.** This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for 5 additional one-year terms.

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

D. **Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds 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.

E. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "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, including without limitation any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently

1 challenged in a court of law and the challenging party prevails, the termination will be
2 deemed to be a termination for convenience effective 30 days from the date of the
3 original written notice of termination for cause was sent to the challenging party; no
4 further notice will be required.

5 **ARTICLE V - INDEMNITY**

6 The Contractors shall indemnify and save harmless the City against any and all
7 claims, demands, suits, judgments of sum of money to any party accruing against the City
8 for loss of life or injury or damage to persons or property growing out of, resulting from,
9 or by reason of any act of omission of the operation of the Contractors, their agents,
10 servants or employees while engaged in or about or in connection with the discharge or
11 performance of the services to be done or performed by the Contractors hereunder, and
12 shall also hold the City harmless from any and all claims and/or liens for labor, services,
13 or materials furnished to the Contractors in connection with the performance of their
14 obligations under this Agreement.

15 **ARTICLE VI – LIVING WAGES**

16 To the fullest extent permitted by law, the Contractors agree to abide by City
17 Code sections 70-801, *et seq.*, which requires payment of a wage to covered employees
18 equal to the amounts defined in the Code (“Living Wage”). If one or both of the
19 Contractor fails to comply with the requirements of the Living Wage during the term of
20 the Agreement, said failure may result in termination of the Agreement or the pursuit of
21 other remedies by the City.

22 **ARTICLE VII - NON-DISCRIMINATION**

23 A. **Equal Employment Opportunity.** In all hiring or employment made

1 possible by, or resulting from this Agreement, the Contractors (1) will not be discriminate
2 against any employee or applicant for employment because of race, color, religion,
3 gender, age, physical or mental disability, national origin, sexual orientation, creed,
4 culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that
5 the Contractors' employees are treated during employment without regard to their race,
6 color, religion, gender, age, physical or mental disability, national origin, sexual
7 orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited
8 to the following: employment, upgrading, demotion or transfer, recruitment or
9 recruitment advertising, layoff or termination, rates of pay or other forms of
10 compensation, and selection for training, including apprenticeship. All solicitations or
11 advertisements for employees shall state that all qualified applicants will receive
12 consideration for employment without regard to race, color, religion, gender, age,
13 physical or mental disability, national origin, sexual orientation, creed, culture, or
14 ancestry.

15 **B. Non-Discrimination.** In the performance of this Agreement, the
16 Contractors will not discriminate on the basis, whether in fact or perception, of a person's
17 race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation,
18 gender identity, domestic partner status, marital status, physical or mental disability, or
19 AIDS- or HIV-status against (1) any employee of the City working with the Contractors
20 in any of Contractors' operations within Orleans Parish or (2) any person seeking
21 accommodations, advantages, facilities, privileges, services, or membership in all
22 business, social, or other establishments or organizations operated by the Contractors.
23 The Contractors agree to comply with and abide by all applicable federal, state and local

1 laws relating to non-discrimination, including, without limitation, Title VI of the Civil
2 Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with
3 Disabilities Act of 1990.

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

7 D. The City may terminate this Agreement for cause if the Contractors fail to
8 comply with any obligation in this Article, which failure is a material breach of this
9 Agreement.

10 **ARTICLE VIII - INDEPENDENT CONTRACTOR**

11 A. *Independent Contractor Status.* Each Contractor is an independent
12 contractor and shall not be deemed an employee, servant, agent, partner, or joint venture
13 of the City and will not hold itself or any of its employees, subcontractors or agents to be
14 an employee, partner, or agent of the City.

15 B. *Exclusion of Worker's Compensation Coverage.* The City will not be
16 liable to each Contractor, as an independent contractor as defined in La. R.S. 23:1021(6),
17 for any benefits or coverage as provided by the Workmen's Compensation Law of the
18 State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by
19 the Contractors will not be considered an employee of the City for the purpose of
20 Worker's Compensation coverage.

21 C. *Exclusion of Unemployment Compensation Coverage.* Each Contractor,
22 as an independent contractor, is being hired by the City under this Agreement for hire and
23 defined in La. R.S. 23:1472(E) and neither the Contractors nor anyone employed by them

1 Walter J. Wilkerson, Esq.
2 President
3 650 Poydras Street, Suite 1913
4 New Orleans, LA 70130-7200
5

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

9 C. Notification of Change. Each party is responsible for notifying the other
10 in writing that references this Agreement of any changes in its address(es) set forth
11 above.

12 **ARTICLE X - ADDITIONAL PROVISIONS**

13 A. Amendment. No amendment of or modification to this Agreement shall
14 be valid unless and until executed in writing by the duly authorized representatives of
15 both parties to this Agreement.

16 B. Assignment. This Agreement and any part of each Contractor's interest in
17 it are not assignable or transferable without the City's prior written consent.

18 C. Audit and Oversight. Each Contractor will abide by all provisions of City
19 Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the
20 Contractor to provide the Office of Inspector General with documents and information as
21 requested subject to attorney-client privilege. Failure to comply with such requests shall
22 constitute a material breach of the contract. Each Contractor agrees that it is subject to the
23 jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a
24 subpoena.

25 D. Choice of Law. This Agreement will be construed and enforced in
26 accordance with the laws of the State of Louisiana without regard to its conflict of laws

1 provisions.

2 E. Conflicting Employment. To ensure that each Contractor's efforts do not
3 conflict with the City's interests, and in recognition of each Contractor's obligations to
4 the City, each Contractor will decline any offer of other employment if its performance of
5 this Agreement is likely to be adversely affected by the acceptance of the other
6 employment. Each Contractor will promptly notify the City in writing of its intention to
7 accept the other employment and will disclose all possible effects of the other
8 employment on the Contractor's performance of this Agreement. The City will make the
9 final determination whether the Contractor may accept the other employment

10 F. Conflict Of Interest. Each Contractor expressly acknowledges that this
11 Agreement is for the performance of professional legal services on behalf of the Client,
12 the City. Therefore, each Contractor further acknowledges that it is bound by the
13 Louisiana Rules of Professional Conduct. Each Contractor represents that it has
14 performed a conflicts check and affirms that no actual, perceived or potential conflicts
15 exist. Each Contractor acknowledges that it has an ongoing obligation to identify
16 potential conflicts and to decline representation which presents a conflict. Any request
17 for a conflict waiver must be presented to the City in writing in accordance with the
18 Louisiana Rules of Professional Conduct. Nevertheless, the City is under no obligation
19 to approve conflict waiver requests.

20 G. Construction of Agreement. Neither party will be deemed to have
21 drafted this Agreement. This Agreement has been reviewed by the Parties and shall be
22 construed and interpreted according to the ordinary meaning of the words used so as to
23 fairly accomplish the purposes and intentions of the Parties. No term of this Agreement

1 shall be construed or resolved in favor of or against the City or the Contractors on the
2 basis of which party drafted the uncertain or ambiguous language. The headings and
3 captions of this Agreement are provided for convenience only and are not intended to
4 have effect in the construction or interpretation of this Agreement. Where appropriate, the
5 singular includes the plural and neutral words and words of any gender shall include the
6 neutral and other gender.

7 H. Convicted Felon Statement. Each Contractor complies with City Code §
8 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5
9 years, been convicted of, or pled guilty to, a felony under state or federal statutes for
10 embezzlement, theft of public funds, bribery, or falsification or destruction of public
11 records.

12 I. Employee Verification. Each Contractor swears that (i) it is registered
13 and participates in a status verification system to verify that all employees in the State of
14 Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue,
15 during the term of this Agreement, to utilize a status verification system to verify the
16 legal status of all new employees in the State of Louisiana; and (iii) it shall require all
17 subcontractors to submit to the Contractor a sworn affidavit verifying compliance with
18 items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this
19 Agreement to termination, and may further result in the Contractor being ineligible for
20 any public contract for a period of 3 years from the date the violation is discovered. Each
21 Contractor further acknowledges and agrees that it shall be liable for any additional costs
22 incurred by the City occasioned by the termination of this Agreement or the loss of any
23 license or permit to do business in the State of Louisiana resulting from a violation of this

1 provision. Each Contractor will provide to the City a sworn affidavit attesting to the
2 above provisions if requested by the City. The City may terminate this Agreement for
3 cause if the Contractor fails to provide such the requested affidavit or violates any
4 provision of this paragraph.

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

10 K. Jurisdiction. Each Contractors consent and yield to the jurisdiction of the
11 State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions
12 of jurisdiction on account of the residence of the Contractor.

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

16 M. No Third Party Beneficiaries. This Agreement is entered into for the
17 exclusive benefit of the Parties and the Parties expressly disclaim any intent to benefit
18 anyone not a party to this Agreement.

19 N. Non-Exclusivity. This Agreement is non-exclusive and each Contractor
20 may provide services to other clients, subject to the City's approval of any potential
21 conflicts with the performance of this Agreement and the City may engage the services of
22 others for the provision of some or all of the work to be performed under this Agreement.

23 O. Non-Solicitation Statement. Each Contractor has not employed or

1 retained any company or person, other than a bona fide employee working solely for it, to
2 solicit or secure this Agreement. Each Contractor has not paid or agreed to pay any
3 person, other than a bona fide employee working for it, any fee, commission, percentage,
4 gift, or any other consideration contingent upon or resulting from this Agreement.

5 P. Non-Waiver. The failure of either party to insist upon strict compliance
6 with any provision of this Agreement, to enforce any right or to seek any remedy upon
7 discovery of any default or breach of the other party at such time as the initial discovery
8 of the existence of such noncompliance, right, default or breach shall not affect or
9 constitute a waiver of either party's right to insist upon such compliance, exercise such
10 right or seek such remedy with respect to that default or breach or any prior
11 contemporaneous or subsequent default or breach.

12 Q. Ownership Interest Disclosure. Each Contractor will provide a sworn
13 affidavit listing all natural or artificial persons with an ownership interest in the
14 Contractor and stating that no other person holds an ownership interest in the Contractor
15 via a counter letter. For the purposes of this provision, an "ownership interest" shall not
16 be deemed to include ownership of stock in a publicly traded corporation or ownership of
17 an interest in a mutual fund or trust that holds an interest in a publicly traded corporation.
18 If the Contractor fails to submit the required affidavits, the City may, after 30 days'
19 written notice to the Contractor, take such action as may be necessary to cause the
20 suspension of any further payments until such the required affidavits are submitted.

21 R. Ownership of Records. Upon final payment, all data collected and all
22 products of work prepared, created or modified by the Contractors in the performance of
23 this Agreement, including without limitation any and all notes, tables, graphs, reports,

1 files, computer programs, source code, documents, records, disks, original drawings or
2 other such material, regardless of form and whether finished or unfinished, but excluding
3 the Contractor's personnel and administrative records and any tools, systems, and
4 information used by the Contractors to perform the services under this Agreement,
5 including computer software (object code and source code), know-how, methodologies,
6 equipment, and processes and any related intellectual property (collectively, "Work
7 Product") will be the exclusive property of City and the City will have all right, title and
8 interest in any Work Product, including without limitation the right to secure and
9 maintain any copyright, trademark, or patent of Work Product in the City's name. No
10 Work Product may be reproduced in any form without the City's express written consent.
11 The City may use and distribute any Work Product for any purpose the City deems
12 appropriate without the Contractors' consent and for no additional consideration to the
13 Contractors.

14 S. *Prohibition of Financial Interest in Agreement.* No elected official or
15 employee of the City shall have a financial interest, direct or indirect, in this Agreement.
16 For purposes of this provision, a financial interest held by the spouse, child, or parent of
17 any elected official or employee of the City shall be deemed to be a financial interest of
18 such elected official or employee of the City. Any willful violation of this provision, with
19 the expressed or implied knowledge of any Contractor, shall render this Agreement
20 voidable by the City and shall entitle the City to recover, in addition to any other rights
21 and remedies available to the City, all monies paid by the City to the Contractor pursuant
22 to this Agreement without regard to Contractors' otherwise satisfactory performance of
23 the Agreement.

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

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

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

16 W. Subcontractor Reporting. Each Contractor will provide a list of all
17 natural or artificial persons who are retained by the Contractor at the time of the
18 Agreement's execution and who are expected to perform work as subcontractors in
19 connection with the Contractor's work for the City. For any subcontractor proposed to be
20 retained by a Contractor to perform work on the Agreement with the City, the Contractor
21 must provide notice to the City within 30 days of retaining that subcontractor. If a
22 Contractor fails to submit the required lists and notices, the City may, after thirty 30
23 days' written notice to the Contractor, take any action it deems necessary, including,

1 without limitation, causing the suspension of any payments, until the required lists and
2 notices are submitted.

3 X. Survival of Certain Provisions. All representations and warranties and all
4 obligations concerning record retention, inspections, audits, ownership, indemnification,
5 payment, remedies, jurisdiction, and choice of law shall survive the expiration,
6 suspension, or termination of this Agreement and continue in full force and effect.

7 Y. Terms Binding. The terms and conditions of this Agreement are binding
8 on any heirs, successors, transferees, and assigns.

9 **ARTICLE XI – COUNTERPARTS**

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

13 **ARTICLE XII - ELECTRONIC SIGNATURE AND DELIVERY**

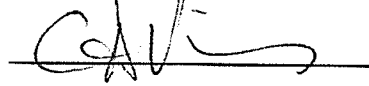
14 The Parties agree that a manually signed copy of this Agreement and any other
15 document(s) attached to this Agreement delivered by email shall be deemed to have the
16 same legal effect as delivery of an original signed copy of this Agreement. No legally
17 binding obligation shall be created with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

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

20 **[SIGNATURES CONTAINED ON NEXT PAGES]**

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Dentons US LLP



By: Clinton A. Vince, Esq.

Shareholder, Partner

1900 K. Street, NW

Washington, DC 20006-1102

36-1796730

Federal ID Number

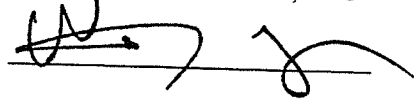
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11 **[WILKERSON SIGNATURE CONTAINED ON NEXT PAGE]**

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Wilkerson & Associates, PLC



By: Walter J. Wilkerson, Esq.

President

650 Poydras Street, Suite 1913

New Orleans, LA 70130-7200

27-4427044

Federal ID Number

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[EXHIBIT A CONTAINED ON NEXT PAGES]

1 **EXHIBIT A TO THE AGREEMENT FOR PROFESSIONAL SERVICES**

2 **BETWEEN**

3 **THE CITY OF NEW ORLEANS**

4 **AND**

5 **DENTONS US LLP**

6 **AND**

7 **WILKERSON & ASSOCIATES, PLC**

8 **City Council Utility Regulatory Office (CURO) Work and Billing**
9 **Practices Policy for Utility, Cable, Telecommunications and Technology**
10 **Committee (UCTTC) Advisors**
11 **May 4, 2016**

12
13 Note: The following applies to a UCTTC Advisor, or multiple Advisors, or Advisor
14 firms, hereafter referred to as "Advisor" or "Advisors." In this policy, the terms
15 "Invoice" and "Bill" or "Billing" are used interchangeably. "CURO" refers to the CURO
16 Chief and the Deputy Chief/Director, or if one is unavailable then the other, together with
17 any person serving in an interim role in one of those positions.

18 **Purpose:**

- 19 1) To ensure that services are reasonably billed and are in accordance
20 with contractual terms.
- 21 2) To facilitate efficient administration of the contracts and prompt
22 review and payment of invoices.
- 23 3) To facilitate analysis of contractual service costs for planning and
24 budgeting purposes.
- 25 4) To prevent inadvertent disclosure of privileged information and/or
26 strategies.

27 **Permitted Work:**

28 All professional services are subject to the provisions of the Advisor
29 contracts. The Council views every bill from an Advisor as a certification
30 by the Advisor and his or her firm that the services and disbursements
31 reflected on the bill are reasonable for the matter involved and necessary for
32 the proper provision of professional services to the Council. Staffing shall

1 be efficient. Time and disbursements that are not necessary for the cost-
2 effective handling of a matter should not be billed. Compliance with this
3 procedure will avoid delays in processing invoices.

4 Subject to additional direction given by the Council, the UCTTC, or its
5 Chair, with a copy to CURO, the following work may be performed,
6 provided it is in compliance with the remaining Work and Billing
7 Practices hereafter:

- 8 1) Reasonable monitoring and information gathering with respect to
9 issues that are of interest to the UCTTC.
- 10 2) Strategic analysis, reports and discussions with other consultants,
11 members of the Council, and Council employees.
- 12 3) Contacts with persons interested in issues that are, or could be,
13 before the UCTTC.
- 14 4) Consultation, coordination and advocacy with others to ensure that
15 the interests of the UCTTC are served; and in connection
16 therewith, personal appearances and the preparation and filing of
17 documents.
- 18 5) Intervention and participation in Administrative or Judicial
19 proceedings; and in connection therewith, personal appearances
20 and the preparation and filing of documents, pleadings, etc.
- 21 6) Lobbying or monitoring activities with respect to legislation of
22 material interest to the UCTTC; and in connection therewith,
23 personal appearances and the preparation and filing of documents.
- 24 7) Preparation of draft legislation, resolutions, recommendations and
25 decisions.
- 26 8) Attending meetings and coordinating activities with other city
27 agencies and other bodies.
- 28 9) Telephone conferences and attending meetings with, and preparing
29 materials for, the Council, its members, the UCTTC, and CURO
30 on utility regulatory and such other matters as the Council,
31 UCTTC or individual members thereof may request.

32 **Process for Billing and Payment:**

33 Invoices shall be submitted electronically to CURO on a monthly basis by the end of the
34 month following the month in which charges are made. If requested, Advisors shall
35 concurrently provide copies to the Chairperson of the UCTTC and the Council Chief of
36 Staff or Interim Council Chief of Staff. Unless authorized by CURO, invoices should not

1 include time from outside the statement's monthly billing period. Within 30 days of
2 receipt of the invoice, CURO shall complete its review and provide the Chairperson of
3 the UCTTC with a memo containing any recommendations and a request for approval for
4 CURO to process the invoice for payment.

5 Upon receipt of the recommendations and request for approval to process for payment,
6 the Chairperson of the UCTTC shall complete the invoice review and by memo to
7 CURO: 1) authorize the payment of the original invoice amount, or 2) substitute a
8 different amount that is authorized for payment. If a different-than-original invoice
9 amount is authorized for payment by CURO, the Council Chief of Staff or Interim
10 Council Chief of Staff, and submitting Advisor should be immediately notified, with
11 opportunity given for discussion of the substituted amount. Upon the conclusion of this
12 discussion, the Chairperson of the UCTTC shall make a final determination of the
13 amount authorized for payment and authorize CURO to immediately process for payment
14 of that amount.

15 **Billings:**

16 At the commencement of the contract period, Advisors shall identify, and the Chair of the
17 UCTTC shall approve, with a copy to CURO, all work categories in which Permitted
18 Work as described herein is expected to be necessary. Legal and technical Advisors
19 for Utilities and legal and technical Advisors for Cable, Telecommunications and
20 Technology shall identify categories of work in a clear and concise manner and shall
21 include the use of FERC and Council docket numbers, rulemaking proceedings,
22 resolutions and motion numbers as well as clear and concise descriptions of the work
23 performed. The Advisors shall coordinate these identified work categories with their
24 counterpart Advisors within each of these two areas of work covered by the UCTTC,
25 so that categories of work appearing on bills are as uniform as reasonably achievable
26 for every Advisor billing, within each of the two areas of work.

27 If an Advisor performs work on account of or at the direction of the Council Chief of
28 Staff, Council Fiscal, CURO or an individual Councilmember, other than the current
29 Chair of the UCTTC, the associated billings should identify the party by use of the
30 following codes.

Council Entity	Client code
Council Chief of Staff	CC2010
At-Large Division 1	CC2011
At-Large Division 2	CC2012
District "A"	CC2013
District "B"	CC2014
District "C"	CC2015
District "D"	CC2016
District "E"	CC2017
Council Fiscal	CC2040 -

Council Utilities	CC2050
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- 1
- 2 If, during a contract period, Advisors determine a new category of work is needed, the
3 Chair of the UCTTC shall be promptly notified, with a copy to CURO, following which
4 the Chair of the UCTTC shall approve the new category before it is used in a bill.
5 Existing categories should not be used for work for which a new category should be
6 created.
- 7 A "Miscellaneous or General Matters" category may be used for entries which do not fit
8 into existing categories and do not total greater than 10% of the total bill for the month.
9 Entries in this category should include a sufficient description so that it can be clear to the
10 reviewer what work was performed.
- 11 Final work product for which time and expense entries appear on an invoice will be
12 provided to the Chair of the UCTTC, any Council Member or CURO upon request, to
13 the extent public disclosure will not jeopardize or injure the interests of the Council. If
14 an Advisor determines that it should not be promptly produced in order to protect the
15 interests of the Council, the reason why it is not being provided shall be timely
16 communicated to CURO
- 17 Efforts should be made to identify other clients of Advisors not in conflict with the
18 Council, who could be expected to benefit from research or other Permitted Work that Advisors
19 perform for the Council. If work benefits other clients of Advisor, only the appropriate
20 proportionate share of the cost should be billed to the Council.
- 21 Time records, by date, for each professional rendering service within each category shall
22 be entered in increments of 1/10th of hours (e.g.: ".7," or "1.6") and include a brief
23 description of the work performed.
- 24 "Block billings" (billings combining a number of activities under a single time entry with little or
25 no description of individual tasks performed or the time taken for each) should not occur. An
26 occasional exception may be made when brief work activities within a category cannot be
27 accurately or efficiently billed by making individual time entries, in which case a description of
28 the tasks performed may be provided under a single time entry for a short period of total time.
29 This exception should be limited to a circumstance where a number of short tasks within a
30 category are performed on the same day and billing for each would significantly increase the
31 total time billed for the tasks.
- 32 Billings should account for time without disclosing sensitive areas of strategic focus. When the
33 subject of the work is sensitive—for example if the work involves strategy pertaining to a current
34 or potential administrative or court proceeding—the specific nature of the discussions, analysis,
35 or meeting, as well as the other persons involved, may need to be left out of the detailed time
36 summaries. However, this information should be retained by Advisors, available to be
37 immediately provided to the UCTTC or CURO if requested.
- 38 Advisors should review each billing prior to its submission to determine that each billing

1 entry clearly and succinctly describes the task performed and the reason for the task, if
2 the reason is not apparent from the task description itself. Individual and total charges for
3 time and expenses should be checked to make certain they are accurate.

4 When describing work performed, task descriptions should be written in plain English.
5 Advisors should not use overly general descriptions such as:

- 6 ○ Attention to or request attention to
- 7 ○ Review
- 8 ○ Continued (followed by a task)
- 9 ○ Organize file
- 10 ○ Follow up

11
12 In all cases, the Advisors should use appropriate descriptors that indicate the work that was
13 performed and not use overly general descriptions. These would include, but not be limited to,
14 the following:

- 15 ○ Read _____
- 16 ○ Review of_(specify)_____
- 17 ○ Write _____
- 18 ○ Prepare for _____
- 19 ○ Edit (or Revise) _____
- 20 ○ Attend _____
- 21 ○ Conduct _____
- 22 ○ Phone conference with regarding _____
- 23 ○ Email to (or from) regarding _____
- 24 ○ Draft (in relation to reports, pleadings, motions and briefs) _____
- 25 ○ Correspondence with _____ regarding _____
- 26 ○ Research regarding _____
- 27 ○ Write memorandum to _____ regarding _____
- 28 ○ Meeting with _____ regarding _____
- 29 ○ Run analysis of _____
- 30 ○ Create engineering models
- 31 ○ Run assumptions for _____

32
33
34 Utility Advisors: work related to the Federal Energy Regulatory Commission (FERC) shall be
35 billed under the specific FERC docket or rulemaking or simultaneous multiple dockets, for
36 which the work is performed with an adequate description of the work activity performed
37 provided in individual time entries.

38 Advisors should assign work internally within their firms to use the least expensive person to do
39 work consistent with the best representation of the Council's interest. For example, a legal assistant,
40 paralegal, or law clerk should be used to do routine work that does not require a more experienced
41 lawyer's services. If an attorney chooses to perform research that could be as effectively performed
42 by a law clerk, or a technical advisor chooses to perform research that could be as effectively
43 handled by a research assistant, the professional should not bill at an hourly rate greater than the rate

1 charged for a law clerk or research assistant unless sufficient explanation is provided for the
2 necessity of using the higher-billing person.

3 Non-billable work (for which Advisors will not be paid):

- 4 1) Research or review of industry literature or trade publications.
5
- 6 2) Attendance at professional conferences, educational seminars, or continuing
7 legal education activities.
8
- 9 3) Research and review of basic substantive law at issue in the matter for which the firm
10 was retained.
11
- 12 4) Advisors should be judicious in limiting the number of persons in attendance at
13 meetings (whether telephonic, web based or in person), depositions, hearings or other
14 proceedings always considering how best to protect the Council's interests. The
15 Council specifically recognizes that some matters require differing kinds of expertise
16 among the professionals in the Advisor firms which would require more than one
17 person of an Advisor firm in attendance at such meetings, depositions, hearings,
18 negotiations, strategy sessions and the like in furtherance of the Council's interests.
19 When more than one person within the Advisor's firm attends the same meeting,
20 deposition, hearing or other proceeding, CURO may request or the Chair of the UCTTC
21 may require an explanation of why it was in the best interest of the Council. In all
22 cases where more than one person within an Advisor's firm bills for attendance
23 at a meeting, deposition, hearing or other proceeding, the Chair of the UCTTC
24 may decline the charge after discussion with the Advisor. Advisors should invite
25 CURO to meetings when practical.
26
- 27 5) Administrative tasks, such as support or clerical services (work customarily
28 performed by secretaries, word processors, proofreaders, managing clerks,
29 information system technicians, librarians, computer operators, etc., including
30 but not limited to photocopying, file maintenance, filing or delivering materials,
31 arranging travel or scheduling depositions or meetings) shall not be billed,
32 either regularly or as overtime. Attorneys, paralegals, and law clerks shall not
33 bill for performing such tasks.
34
- 35 6) Time spent preparing, discussing, or supporting Advisor's invoices, including
36 time or expense associated with delivering or collecting Advisor's invoices.
37
- 38 7) Downtime or learning time that may result from staffing changes.
39
- 40 8) Time spent on staffing issues.
41
- 42 9) Time spent by Advisors traveling to or from New Orleans. If Permitted Work is
43 performed during such travel, it may be billed as described herein.
44

1 10) Time spent traveling to attend MISO, OMS, or ERSC-related meetings or
2 events. If Permitted Work is performed during such travel, it may be billed as
3 described herein.

4 **Expenses:**

5 To qualify for reimbursement, expenses should be reasonable, documented and itemized,
6 and occur in conjunction with services described in the time entries. Expenses should
7 identify the bill category to which they pertain. The number of persons present in
8 connection with an expense item should be indicated where such information is relevant
9 to ensure that the expense is reasonable.

10 Fees charged by electronic or other research services, including library fees, Westlaw,
11 Lexis and other online services are considered general overhead and are not
12 reimbursable.

13 Costs of court reporters and transcripts shall be billed at actual cost. Advisors should
14 obtain the lowest possible charge reasonably available for court reporting fees, including
15 any possible volume discounts. The least-expensive sufficient option for transcripts shall
16 be selected. Any billing for more than a single transcript of the same testimony or event
17 for all Advisors must be adequately explained; otherwise, the billing attorney shall
18 receive the transcript and provide for the distribution of copies to other Advisors as an
19 administrative expense to the extent permitted by law.

20 Electronic transfer of documents (e.g., e-mail) shall be used if possible. Billings for
21 express mail or courier charges will not be paid unless an acceptable explanation is
22 provided of why such measures were necessary. If such charges are necessary, actual
23 reasonable charges will be reimbursed. If an Advisor has a volume discount arrangement
24 with a vendor, charges shall be made on that basis. Charges for time spent preparing
25 express mail packages are not reimbursable.

26 Items or services that will not be reimbursed: customary office supplies; routine postage;
27 facsimile charges; fees incurred by a timekeeper for printing or scanning; and long-distance
28 charges or other telephone charges for phone calls made at an Advisor's office or place of
29 business.

30 Photocopying charges not exceeding \$0.10 per page will be reimbursed. If the use of an
31 outside copying service would be more economical and confidentiality is not an issue, the
32 service should be used.

33 Approval must be obtained in writing from CURO prior to using any third-party services
34 for which reimbursement will be requested, other than legal-process servers and court
35 reporters. If approved, actual reasonable charges will be reimbursed.

36 All necessary and ordinary travel expenses are reimbursable only if prior authorization
37 for the travel is provided by CURO or the Chair of the UCTTC. "Ordinary" as used here
38 means the lowest-cost airfare that is reasonably available, reasonable-cost ground

1 transportation and parking, and meals that do not exceed in cost the amounts allowed
2 employees of the City of New Orleans as described in City Policy Memo 9 (R).

3 Bills containing requests for reimbursement should include the dates, the destination of
4 travel, and the name of the traveler. Receipts should be provided. In rare cases,
5 exceptions to this required detail may be approved by CURO for reasons of confidentiality
6 or where it is clear that requirements are unduly burdensome or otherwise not feasible.
7 Otherwise, the following expenses require receipts: telephone bills, reproductions/copies,
8 ground transportation, airfare, auto rental, taxi, hotel/lodging, third party, research,
9 business meals, publications, courier services, overnight delivery services, special mail
10 handling, postage, and individual miscellaneous expenses. In cases where no receipt is
11 available, such as internal office photocopying, the bill should contain office records
12 verifying the charge.

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

14 **[END OF AGREEMENT]**