

1 **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**
2 **THE COUNCIL OF THE CITY OF NEW ORLEANS**

3 **AND**

4 **LONDON ECONOMICS INTERNATIONAL LLC**

5 **THIS AGREEMENT** is made and entered into as of the 14 day of April 2010 by
6 and between the Council of the City of New Orleans, represented by Arnie Fielkow, President of the
7 Council (hereinafter referred to as "City") and the firm of **London Economics International LLC**
8 (hereinafter referred to as "Contractor").

9 **WITNESSETH**

10 **WHEREAS**, on April 2, 2009 the Council adopted Resolution R-09-136 in the matter of
11 Entergy New Orleans' ("ENO") July 31, 2008 application for a change in electric and gas rates which,
12 among other things, established the process to govern the principles to be used in Council Docket No.
13 UD-08-02 in the evaluation, design, implementation, delivery measurement implementation of cost
14 recovery and incentives, and savings goals associated with the Energy Smart Plan to be considered for
15 final Council approval in said Docket; and

16 **WHEREAS**, pursuant to Rule 45, the City Council adopted Motion M-09-646, directing the
17 Council staff to issue a Request for Qualifications to initiate a competitive selection process to obtain
18 the services of a qualified individual or firm with the requisite experience and capability to serve as an
19 Independent Monitor in the Selection of a Third Party Administrator by Entergy New Orleans, Inc.;

20 and

21 **WHEREAS**, a Request for Qualifications relative to electric and gas regulatory services was
22 issued on October 5, 2009 and re-issued on November 9, 2009; and

23 **WHEREAS**, responses to the Request for Qualifications were reviewed by the Staff Selection
24 Review Committee January 19, 2010, and the Council Utility Committee met on February 24, 2010

1 and recommended that the City Council approve the selection of London Economics International LLC
2 to be retained to provide the services of an Independent Monitor to independently oversee all aspects
3 of Entergy New Orleans in the Selection of a Third Party Administrator for the City Council; and

4 **WHEREAS**, by Motion M-10-108 the City Council approved the recommendation of the
5 Council Utilities Committee that the firm of London Economics International LLC be retained to
6 provide the services of an Independent Monitor to independently oversee all aspects of Entergy
7 New Orleans in the Selection of a Third Party Administrator for the City Council; and

8 **WHEREAS**, the firm of London Economics International LLC is herein represented by
9 Julia Frayer, Managing Director, as authorized by letter to enter into agreement on behalf of the
10 firm of London Economics International LLC;

11 **NOW, THEREFORE**, the Council of the City of New Orleans and the firm of London
12 Economics International LLC for the consideration, and under conditions set forth, do agree as
13 follows:

14 I. **SCOPE OF SERVICES**

15 A. Contractor Agrees To:

- 16 1. Participate in the review of ENO's design of the RFP, the RFP solicitation process,
17 the RFP evaluation process (including methods of evaluation), the RFP selection
18 process and perform due diligence and oversight of the RFP contract negotiation
19 process;
- 20 2. Report as appropriate to ENO Senior Management, the Council Utility Committee,
21 the Council, and the regulatory advisors to the Council throughout the RFP process;
- 22 3. Identify any problems encountered in the RFP process and report any problems,
23 irregularities, or concerns with the RFP process immediately to ENO Senior
24 Management and the Council's advisors, with copies to the Council Utility
25 Committee;
- 26 4. Monitor ENO's response to questions, issues, and/or concerns of potential
27 respondents during the RFP process, and communicate respondent issues/concerns to
28 Council Advisors and ENO Senior Management as appropriate;
- 29 5. Submit monthly confidential reports to the Council's Advisors and ENO during all
30 phases of the RFP process, which include among other things, all of its
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1 recommendations made to ENO and the results of those recommendations;
2

- 3 6. Submit a final RFP evaluation report on the RFP process to the Council, with a copy
4 filed in the Energy Smart Plan Docket;
5
6 7. Review, evaluate and comment on ENO's draft RFP to assure it is reasonably
7 designed to meet the overall and stated objectives of the Council in Resolution R-09-
8 136 and facilitate a robust and fair solicitation from the third party administrator
9 market participants;
10
11 8. Make recommendations as necessary to ENO personnel to improve the RFP process;
12
13 9. Review and comment on the key RFP evaluation criteria, and such other information
14 to be included in the RFP as may be reasonably necessary to ensure that the RFP has
15 not been designed or packaged in order to provide undue preferential treatment to any
16 potential Third Party Administrator respondent and ensure the potential participation
17 by certified disadvantaged business enterprises;
18
19 10. Review respondents' registration information received from prospective respondents
20 and make a determination whether additional information is needed;
21
22 11. Receive and review copies of all potential respondents' Notices of Intent to Respond;
23
24 12. Attend the pre-response RFP respondents' technical conference;
25
26 13. Receive and review copies of all questions submitted by prospective respondents
27 either during the pre-response RFP respondents' conference, or via ENO's RFP
28 website, and monitor ENO to ensure timely and accurate responses are provided;
29
30 14. Oversee receipt and handling by ENO of all responses timely received during the
31 RFP submission period;
32
33 15. Determine whether a non-conforming response should be rejected or whether, and if
34 so how, the respondent should be permitted to cure the proposal;
35
36 16. Verify that ENO personnel and respondents involved in the RFP process execute
37 appropriate confidentiality agreements, to the extent required by either a
38 respondent(s) or ENO, related to any proprietary software and/or trade secrets;
39
40 17. Review all proposals submitted by respondents and determine whether the responses
41 meet the threshold requirements stated in the RFP or whether additional information
42 is needed;
43
44 18. Review and comment on the structure of the RFP evaluation teams;
45
46 19. Oversee ENO's evaluation of respondents' submittals to ensure that the RFP process
47 is objective and impartial to all respondents and that no undue preference is given any
48 respondent;
49

- 1 20. Monitor the evaluation by ENO's RFP response evaluation teams and review formal
2 quantitative and qualitative analyses performed in connection with such evaluation to
3 ensure that the RFP evaluations are conducted in an appropriate manner;
4
- 5 21. Review and comment on ENO's RFP response evaluation methods, analysis tools
6 and processes, data inputs and assumptions, and price and non-price evaluation
7 criteria, including their methods of employ; evaluate such methods, processes, data,
8 assumptions, and criteria from the perspective of both price and non-price factors;
9 identify any issue, concern or deficiency in such evaluation methods, processes, data,
10 assumptions, and criteria; and recommend to ENO and the Council any changes
11 required to address and resolve any such issue;
12
- 13 22. Monitor credit evaluation of RFP respondents and review formal quantitative and
14 qualitative analyses, as necessary, to ensure an impartial and objective process;
15
- 16 23. If, during the evaluation process, ENO determines that it is necessary or appropriate
17 to modify the evaluation process, including determining that a need exists for
18 additional evaluation, or that the timing of the evaluation should be modified, the
19 Independent Monitor will review the proposed changes and provide its comments
20 regarding same. If the Independent Monitor disagrees with such supplemental or
21 modified evaluation processes, then the Independent Monitor shall be entitled to
22 request that, in addition to the modified analyses that ENO wishes to perform, ENO
23 also shall perform the analysis as originally contemplated;
24
- 25 24. Monitor the adequacy and thoroughness of due diligence performed by ENO relating
26 to all responses to the RFP received by ENO;
27
- 28 25. Review any preliminary and final proposal rankings of RFP respondents before this
29 information is presented by ENO to the Council. If the Independent Monitor
30 disagrees with such rankings, selections, and awards, and such disagreement is not
31 resolved by ENO to the satisfaction of the Independent Monitor, then the Independent
32 Monitor shall set forth the nature of the dispute and the view of the Independent
33 Monitor on the issue, with appropriate support, in its final report to the Council;
34
- 35 26. Monitor and selectively attend negotiations between ENO and selected respondent(s)
36 and report any problems, irregularities or concerns with the negotiations immediately
37 to ENO Senior Executives, the CUC, with copies to the Advisors;
38
- 39 27. At the conclusion of the RFP process, the Independent Monitor shall prepare a final
40 report for submission to the Council, complete with its conclusions and findings
41 whether ENO's RFP process was impartial and objective and ensured that all
42 respondents, and final candidates selected for further negotiation of a scope of
43 services and budget, were treated in a consistent fashion and that no undue preference
44 was given to responses from any respondent, in ENO's: (i) RFP development, (ii)
45 solicitation, (iii) evaluation, and (iv) final contract negotiation of the TPA
46 recommended by ENO to the Council. The Independent Monitor's final report shall
47 include any suggestions for improvement in the RFP process and shall constitute the
48 final report of the Independent Monitor. The Independent Monitor will be required to
49 present its findings at a public meeting of the CUC and, if required, to the full

1 Council;

2
3 28. The Independent Monitor's report is to be prepared independently by the Independent
4 Monitor with no Third Party Administrator market participant, ENO, Entergy
5 Operating Company, the Advisors, the Council, or ESI personnel being entitled to
6 review or comment upon any draft thereof prior to its publication and with no party
7 having any right to edit or alter in any way such report;

8
9 29. During the preparation of the report, the Independent Monitor will not discuss any
10 report findings or recommendations with any Third Party Administrator market
11 participant, ENO, Entergy Operating Company, the Advisors, members of the
12 Council, or ESI personnel prior to publication, nor will any of the above entities be
13 given an opportunity to review a pre-publication draft; and

14
15 30. The Independent Monitor will have the right, in its discretion, to maintain any
16 documents it deems necessary subject to maintaining the confidentiality of such
17 documents in accordance with the terms of the Confidentiality Agreement to be
18 entered into by the Independent Monitor with ENO.
19

20 B. The City Agrees To:

- 21 1. Provide contract administration through the City Council Utilities Regulatory
22 Office.
23 2. Provide access to records, documents and other information as may be required.
24 Such records and documentation shall include any information that it deems
25 necessary to ensure that the proposal receipt process is conducted in a fair and
26 impartial manner and subject to appropriate confidentiality safeguards to protect,
27 among other things, proprietary information and data. The City will provide such
28 access to information regarding the due diligence and negotiation process
29 (including periodic updates to be provided by ENO), in whatever form the
30 Independent Monitor deems necessary, in order to ensure that it is objective and
31 impartial to all respondents and that no undue preference is given to any potential
32 respondent and the negotiation process is conducted in a fair and impartial manner.
33 To the extent that the Independent Monitor requires additional information
34 regarding negotiations with successful respondent(s) where the Independent
35 Monitor is not in attendance, the City will ensure that such information is provided
36 by ENO.
37 3. Additional support and information may be directed to the Council Utilities
38 Regulatory Office.
39
40

41 **II. COMPENSATION**

42 The compensation to be paid for services rendered will be at the hourly billing rate of:

43 Managing Director \$495.00 per hour

1	Managing Consultants	\$375.00 per hour
2	Senior Consultants	\$295.00 per hour
3	Consultant	\$245.00 per hour
4	Blended Rate	\$315.00 per hour

5 A 15% discount will be applied to all professional fees invoiced. The compensation to be paid to
6 the firm of London Economics International LLC for such services shall not exceed \$80,000. The
7 anticipated distribution of work assignments will result in an average hourly rate of no higher than the
8 blended rate referenced above for the entirety of the work performed. If there are any necessary and
9 ordinary expenses attached to the work of the firm of London Economics International LLC these
10 expenses, in addition to the fees outlined above, shall be reimbursable by the City but the total amount of
11 such expenses shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00). The firm of London
12 Economics International LLC shall submit to the City a detailed monthly invoice for payment of services
13 provided. The firm of London Economics International LLC work shall be detailed in increments of one-
14 tenth of an hour. This agreement is contingent upon the appropriation and allocation of funds by the City
15 of New Orleans.

16 **III. PAYMENT**

17 Payment under this agreement shall be made pursuant to detailed monthly invoices submitted by
18 the firm, subject to review and approval by the City for payment. Upon authorization through the
19 City Council Utilities Regulatory Office such invoices may be submitted to the Finance
20 Department for payment by the City or, alternatively, when such invoices would be reimbursable
21 by a utility subject to regulation under Section 3-130 of the Home Rule Charter and reimbursable
22 pursuant to Section 3-130 (5) of the Home Rule Charter, the City Council Utilities Regulatory
23 Office may submit such invoices for payment to such regulated utility company. Payments in the
24 name of the firm under this provision shall then be sent to the Council Utilities Regulatory Office
25 which shall immediately forward such authorized payment to the firm. The Council Utilities

1 Regulatory Office shall maintain records of such payments which shall be public records and shall
2 also forward copies of such records as required to the CAO and Department of Finance. Such
3 payments, when made by such utility company through the City Council's Utilities Regulatory
4 Office shall fully discharge the City's obligation for such payment under this contract and be
5 included in and applied to the maximum compensation limits of this contract.

6 **IV. EQUAL EMPLOYMENT OPPORTUNITY**

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

19 **V. ASSIGNABILITY**

20 The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in
21 the same without prior written consent of the Council of the City of New Orleans.

22 **VI. CONFLICT OF INTEREST**

23 In the interest of ensuring that efforts of the Contractor do not conflict with the interest of the City,
24 and in recognition of Contractor's professional responsibility to the City, the Contractor agrees to
25 decline any offer of employment if its independent, professional work on behalf of the City is

1 likely to be adversely affected by the acceptance of such employment. The initial determination of
2 such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City
3 and provide full disclosure of the possible effects of such employment on the Contractor's
4 independent, professional work in behalf of the City. Final decision on any disputed offers of other
5 employment for the Contractor shall rest with the City.

6 **VII. INDEMNIFICATION**

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

15 Contractor shall have no liability for City's consequential or economic loss (including without
16 limitation loss of profit, revenue or goodwill) or for City's liability to any other person for any
17 consequential loss, economic loss, claim for damages or awards howsoever arising in excess of the
18 amount of the contract.

19 **VIII. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION**
20 **COVERAGE**

21
22 The Contractor herein expressly agrees and acknowledges that it is an independent Contractor as
23 defined in R. S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties
24 hereto, in entering into this professional services contract, that the City of New Orleans shall not be
25 liable to the Contractor for any benefits or coverage as provided by the Worker's Compensation
26 Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed

1 by the Contractor shall not be considered an employee of the City for the purpose of Worker's
2 Compensation Coverage.

3 **IX. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION**
4 **COVERAGE**

5
6 The Contractor herein expressly declares and acknowledges that it is an independent contractor and
7 as such is being hired by the City under this contract of hire as noted and defined in R.S. 23:1472
8 (E); and, therefore, it is expressly declared and understood between the parties hereto, in entering
9 into this professional services contract or contract for hire, and in connection with unemployment
10 compensation in coverage only, that:

- 11 A. The Contractor has been and will be free from any control or direction by the City,
12 over the performance of the services covered by this contract; and
- 13 B. Service(s) to be rendered by the Contractor are outside the normal course and scope
14 of the City's usual business; and
- 15 C. The Contractor has been independently engaged in performing services listed herein
16 prior to the date of this contract.

17 Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered
18 an employee of the City for the purpose of unemployment compensation coverage, the same being
19 hereby expressly waived and excluded by the parties hereto.

20 **X. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS**

21 It is expressly agreed to and understood between the parties entering into this professional services
22 contract that the Contractor, acting as an independent agent, and its agents assigned and employees
23 shall not receive any sick and annual leave benefits from the City of New Orleans.

24 **XI. JURISDICTION**

25 The undersigned Contractor does further hereby consent and yield to the jurisdiction of the State
26 Civil Courts of the Parish of Orleans and does hereby formally waive any pleas of jurisdiction on

1 account of residence elsewhere of the undersigned Contractor

2 **XII. DURATION OF AGREEMENT**

3 The services to be provided under the terms of this Agreement shall begin on April 14, 2010
4 and shall end no later than December 31, 2010. It is understood and acknowledged by all signators
5 to this Agreement that work described under these terms is to be accomplished during the time
6 period specified herein. The terms, conditions and duration of this contract may be modified by an
7 executed, written amendment to this contract.

8 **XIII. EXTENSION**

9 This agreement may be extended at the option of the City, provided that funds are allocated by the
10 Council of the City of New Orleans and the extensions of the agreement facilities the continuity of
11 services provided herein. This agreement may be approved for the negotiation of one year
12 contracts renewable on an annual basis for a total period of up to five years.

13 **XIV. CANCELLATION:**

14 Either party of this contract may terminate the contract at any time during the term of the contract
15 by giving the other party written notice of said intention to terminate at least thirty (30) days
16 before the date of termination.

17 **XV. SOLICITATION:**

18 The Contractor has not employed or retained any company or person, other than a bona fide
19 employee working solely for him, to solicit or secure the subject contract. The Contractor has not
20 paid or agreed to pay any person, other than a bona fide employee working from him, any fee,
21 commission, percentage, gift, or any other or consideration contingent upon or resulting from the
22 subject contract.

23 **XVI. OFFICE OF INSPECTOR GENERAL**

24 The Contractor understands and will abide by all provisions of the Code of the City of New
25 Orleans, Chapter 2, Art. XIII, Sect. 2-1120, as adopted by City Ordinance No. 22,888 M.C.S.,

1 (relative to the operations and authority of the City Inspector General), incorporated herein by
2 reference.

3 **XVII. SUBCONTRACTS**

4 Any and all subcontracts by the Contractor relating to work under this contract shall be approved in
5 advance by motion of the Council. The Council may require information on ownership interests in
6 the subcontractor prior to approval of the subcontractor's retention. Contractor shall incorporate
7 by reference in all subcontracts the provisions of this Article and shall require all subcontractors to
8 comply with such provisions. Contractor's failure to comply with the obligations in this subsection
9 shall constitute a material breach of this Agreement.

10 **XVIII. EXPENSES**

11 Unless otherwise approved by the Contracting Officer of the City Council, reimbursable expenses
12 shall be limited as follows: meals at reasonable and customary costs for the city in which they are
13 consumed absent charges for alcoholic beverages, air transportation limited to lowest available
14 coach fares at the time of booking, lodging expenses in New Orleans not to exceed federal per
15 diem rate for hotels in New Orleans to the extent achievable without an official governmental
16 identification for the personnel; postage, overnight delivery or courier services at contractor's
17 actual cost; facsimile transmissions and long distance telephone charges at contractor's actual cost;
18 copies at \$0.10 per page; computerized research at contractor's actual cost.

19 **XIX. LIMITATIONS**

20 For the attendance at all meetings of the Council, the CUC, briefings of Councilmembers, and
21 representation before any court or regulatory body and during the conduct of regulatory
22 proceedings before the Council and other regulatory bodies, the Council will only provide labor fee
23 reimbursement for one consultant from the firm, unless otherwise specifically approved by the
24 Contracting Officer of the City Council. Contractor further agrees to avoid the unnecessary
25 duplication of personnel and costs in the performance of services under this agreement and

1 accordingly, shall staff all assignments with only qualified and experienced personnel so as to only
2 charge for the minimum number of personnel and incur the least costs reasonably necessary to
3 perform the assignments.

4 **XX. SEVERABILITY**

5 In the event a Court of competent jurisdiction finds any clause or provisions pertaining to the
6 retention of Contractor invalid, unless said Court expressly states otherwise, said findings shall not
7 affect Contractor's right to continue providing utility-related legal services to the City with respect
8 to any clause or provision not found to be invalid.

9 **XXI. NOTICE**

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

12 If to City: Evelyn F. Pugh, Interim Council Chief of Staff
13 New Orleans City Council, Room 1E06
14 City Hall, 1300 Perdido St.
15 New Orleans, Louisiana 70112
16

17 and ~~Penya Moses-Fields~~ Nannette v. Jolirette Brown
18 City Attorney
19 City of New Orleans
20 1300 Perdido St., Room 5E03
21 New Orleans, LA 70112

22 If to Contractor: Julia Frayer
23 Managing Director, London Economics International LLC
24 717 Atlantic Avenue, Suite 1A
25 Boston, MA 02111
26

27 Notices shall be effective when received by each of the above-referenced individuals at the addresses
28 specified above. Each party shall be responsible for notifying the other in writing of any changes in
29 the respective addresses set forth above. Nothing contained in this Article shall be construed to restrict
30 the transmission of routine communications between representatives of City and Contractor.

31 **XXII. EXHIBITS**

32 The following Exhibits shall be and hereby are incorporated into this Agreement as if fully rewritten

1 herein:

2 Exhibit A Letter of Authorization—Authorization to Sign;

3 Exhibit B Credentials—Resumés, Licenses or Certifications; and

4 Exhibit C IRS Form W-9.

5 Exhibit D Compliance Affidavit (City Code Section 2-8)


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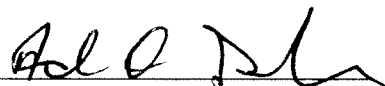
8 For the consideration and under the conditions set forth above, the Contractor has agreed to perform the
9 specified services for the City of New Orleans.

10 **IN WITNESS WHEREOF:**

11 ATTEST

CITY COUNCIL

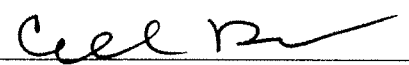
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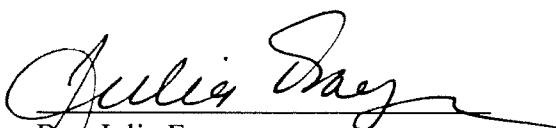

Arnie Fielkow
City Council President

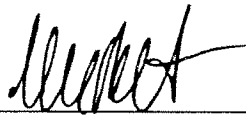
15 _____

16 _____

London Economics International LLC

17 
18 Courtney Desmond
19 Office Manager
20 717 Atlantic Ave W 2A
21 Boston MA 02111


By: Julia Frayer
Managing Director
717 Atlantic Avenue, Suite 1A
Boston, MA 02111

22
23
24
25
26 Approved: 
27 Law Department
28

04-3544420
Federal ID Number

MOTION
M-10-108

CITY HALL: FEBRUARY 25, 2010

BY: COUNCILMEMBERS ^{am} MIDURA, CARTER, ~~HEDGE~~ MORRELL AND
WILLARD-LEWIS

WHEREAS, Council Rule 45 establishes a competitive selection process for the selection of professional services consultants to the City Council; and

WHEREAS, the City Council adopted Motion M-09-646, directing Council staff to issue a Request for Qualifications at an appropriate time to begin the competitive selection process established by Council Rule 45 relative to obtaining the services of qualified individual or firm with the requisite experience and capability to serve as an Independent Monitor in the Selection of a Third Party Administrator by Entergy New Orleans, Inc.; and

WHEREAS, a Request for Qualifications relative to the services of an Independent Monitor in the Selection of a Third Party Administrator by Entergy New Orleans, Inc. was issued on November 19, 2009; and

WHEREAS, by the December 21, 2009 deadline four (4) responses to the Request for Qualifications were received; and

WHEREAS, as required by Council Rule 45, the staff Selection Review Committee evaluated the four responses and, after review and evaluation, recommended that the Council Utility Committee give further consideration to all respondents; and

WHEREAS, the Council Utility Committee met on February 24, 2010 and reviewed the responses recommended by the staff Selection Review Committee; and

WHEREAS, after conducting the reviews the Council Utility Committee recommends that the response of London Economies International LLC be approved for the negotiation of one year contract renewable on an annual basis for a total period of up to five years, in accordance with the respective responses and the Council's RFQ; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council approves the recommendation of the Council Utility Committee to retain the firm of London Economic International LLC to provide the services of an Independent Monitor to independently oversee all aspects of Entergy New Orleans in the Selection of a Third Party Administrator for the City Council.

BE IT FURTHER MOVED, that the Council authorizes the negotiation of contracts in accordance with a scope of work consistent with the Request for Qualifications and the Council's Independent Monitor needs with the firm to be retained by the Council.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: Carter, Clarkson, Fielkow, Head, Midura - 5

NAYS: 0

ABSENT: Hedge-Morrell, Willard-Lewis - 2

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY


CLERK OF COUNCIL