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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**AND**  
**PAILET, MEUNIER AND LEBLANC, LLP**

**THIS AGREEMENT** is made and entered into as of the 1st day of January 2012 by and between the Council of the City of New Orleans, represented by Jacquelyn B. Clarkson, President of the Council (hereinafter referred to as "City") and the firm of **Pailet, Meunier and LeBlanc, LLP** (hereinafter referred to as "Contractor").

**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-11-406 on September 1, 2011, 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 Council in effectuating its regulatory authority over electric and gas utilities in New Orleans; and

**WHEREAS**, a Request for Qualifications relative to electric and gas regulatory services was issued on September 23, 2011; and

**WHEREAS**, responses to the Request for Qualifications were reviewed by the Staff Selection Review Committee on November 16, 2011 and recommended that the Council Utility Committee give further consideration to all respondents; and

**WHEREAS**, the Council Utility Committee met on December 7, 2011 and

1 interviewed the respondents recommended by the Staff Selection Review Committee and  
2 recommended that the response of Paillet, Meunier and LeBlanc, LLP be forwarded to the  
3 full Council for consideration for contract renewable for a period of up to one year; in  
4 accordance with respective responses and the Council RFQ; and

5 **WHEREAS**, pursuant to Motion M-11-578 the City Council approved Paillet,  
6 Meunier and LeBlanc, LLP be retained to provide electric and/or natural gas regulatory  
7 consulting services for a period of up to one year is hereby approved; and

8 **WHEREAS**, pursuant to Motion M-11-578 the Council authorized the President  
9 of the Council to sign a professional service contract with the firm of Paillet, Meunier and  
10 LeBlanc, LLP for the contract amount as specified herein; and

11 **WHEREAS**, the firm of Paillet, Meunier and LeBlanc, LLP is herein represented  
12 by Kenneth Paillet, Managing Partner as authorized by letter to enter into agreement on  
13 behalf of the firm of Paillet, Meunier and LeBlanc, LLP.

14 **NOW, THEREFORE**, the City of New Orleans and the firm of Paillet, Meunier  
15 and LeBlanc, LLP for the consideration, and under conditions set forth, do agree as  
16 follows:

17 **I. SCOPE OF SERVICES**

18 **A. Contractor Agrees To:**

19 Provide advice, counsel and representation to the City Council to provide  
20 accounting and related consulting services to the Council in all local, state and  
21 federal regulatory and legislative matters in respect to the electric and natural  
22 gas utilities and suppliers providing services in New Orleans, including but  
23 not limited to Entergy, its unregulated subsidiaries and its regulated operating  
24 subsidiaries; Entergy Louisiana, Inc; and Entergy New Orleans, Inc.; as may

1 be required from time to time by the City Council, and its staff.

2 B. The City Agrees To:

3 1. Provide contract administration through the City Council  
4 Utilities Regulatory Office.

5 2. Provide access to records, documents and other information as may  
6 be required. Additional support and information may be directed  
7 to the Council Utilities Regulatory Office.

8 **II. COMPENSATION**

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

11 **Paillet, Meunier and LeBlanc, LLP**

12	Partners	\$265 per hour
13	Senior Manager	\$200 per hour
14	Proposed Sub-Contractors	\$200 per hour
15	Manager	\$170 per hour
16	Supervisor	\$150 per hour
17	Senior Staff	\$125 per hour
18	Professional Staff	\$100 per hour
19	Administration	\$ 75

20 The compensation to be paid to the firm of Paillet, Meunier and LeBlanc, LLP for  
21 such services shall not exceed Two Hundred Fifty Thousand Dollars. If there are  
22 any necessary and ordinary expenses attached to the work of the firm of Paillet,  
23 Meunier and LeBlanc, LLP these expenses, in addition to the fees outlined above,  
24 shall be reimbursable by the City but the total amount of such expenses and fees

1 shall not exceed Two Hundred Fifty Thousand Dollars. The firm of Paillet,  
2 Meunier and LeBlanc, LLP shall submit to the City a detailed monthly invoice for  
3 payment of services provided. The firm of Paillet, Meunier and LeBlanc, LLP  
4 work shall be detailed in increments of one-tenth of an hour. This agreement is  
5 contingent upon the appropriation and allocation of funds by the City of New  
6 Orleans.

7 **III. PAYMENT**

8 Payment under this agreement shall be made pursuant to detailed monthly  
9 invoices submitted by the firm, subject to review and approval by the City for  
10 payment. Upon authorization through the City Council Utilities Regulatory  
11 Office such invoices may be submitted to the Finance Department for payment by  
12 the City or, alternatively, when such invoices would be reimbursable by a utility  
13 subject to regulation under Section 3-130 of the Home Rule Charter and  
14 reimbursable pursuant to Section 3-130 (5) of the Home Rule Charter, the City  
15 Council Utilities Regulatory Office may submit such invoices for payment to such  
16 regulated utility company. Payments in the name of the firm under this provision  
17 shall then be sent to the Council Utilities Regulatory Office which shall  
18 immediately forward such authorized payment to the firm. The Council Utilities  
19 Regulatory Office shall maintain records of such payments which shall be public  
20 records and shall also forward copies of such records as required to the CAO and  
21 Department of Finance. Such payments, when made by such utility company  
22 through the City Council's Utilities Regulatory Office shall fully discharge the  
23 City's obligation for such payment under this contract and be included in and  
24 applied to the maximum compensation limits of this contract. Pursuant to Motion

1 M-11-578 such payments shall be recoverable as regulatory expense by such  
2 utility in the same manner as reimbursements to the City for such payments  
3 pursuant to Section 3-130 (5) of the Home Rule Charter.

4 **IV. EQUAL EMPLOYMENT OPPORTUNITY**

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

20 **V. ASSIGNABILITY**

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

1   **VI.   CONFLICT OF INTEREST**

2           In the interest of ensuring that efforts of the Contractor do not conflict with the  
3           interest of the City, and in recognition of Contractor’s professional responsibility  
4           to the City, the Contractor agrees to decline any offer of employment if its  
5           independent, professional work on behalf of the City is likely to be adversely  
6           affected by the acceptance of such employment. The initial determination of such  
7           a possibility rests with the Contractor. It is incumbent upon the Contractor to  
8           notify the City and provide full disclosure of the possible effects of such  
9           employment on the Contractor’s independent, professional work in behalf of the  
10          City. Final decision on any disputed offers of other employment for the  
11          Contractor shall rest with the City.

12   **VII.   INDEMNIFICATION**

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

1 **VIII. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S**  
2 **COMPENSATION COVERAGE**

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

11 **IX. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT**  
12 **COMPENSATION COVERAGE**

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

19 A. The Contractor has been and will be free from any control  
20 or direction by the City, over the performance of the  
21 services covered by this contract; and

22 B. Service(s) to be rendered by the Contractor are outside the  
23 normal course and scope of the City's usual business; and

24 C. The Contractor has been independently engaged in  
25 performing services listed herein prior to the date of this

1 contract.

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

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

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

11 **XI. JURISDICTION**

12 The undersigned Contractor does further hereby consent and yield to the  
13 jurisdiction of the State Civil Courts of the Parish of Orleans and does hereby  
14 formally waive any pleas of jurisdiction on account of residence elsewhere of the  
15 undersigned Contractor.

16 **XII. DURATION OF AGREEMENT**

17 The services to be provided under the terms of this Agreement shall begin on  
18 January 1, 2012 and shall end no later than December 31, 2012. It is understood  
19 and acknowledged by all signators to this Agreement that work described under  
20 these terms is to be accomplished during the time period specified herein. The  
21 terms, conditions and duration of this contract may be modified by an executed,  
22 written amendment to this contract.

23 **XIII. EXTENSION**

24 This agreement may be extended at the option of the City, provided that funds are



1 allocated by the Council of the City of New Orleans and the extensions of the  
2 agreement facilitate the continuity of services provided herein. This agreement  
3 may be approved for the negotiation of one year contract.

4 **XIV. CANCELLATION**

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

9 **XV. SOLICITATION**

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

15 **XVI. OFFICE OF INSPECTOR GENERAL**

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

23 **XVII. OWNERSHIP INTEREST**

24 The Contractor shall provide a sworn affidavit listing all persons, natural or

1 artificial, with an ownership interest in the Contractor and stating that no other  
2 person holds an ownership interest in the contractor via a counter letter. For the  
3 purposes hereof, an "ownership interest" shall not be deemed to include  
4 ownership of stock in a publicly traded corporation or ownership of an interest in  
5 a mutual fund or trust that holds an interest in a publicly traded corporation. If the  
6 Contractor fails to submit the required affidavits, the City may, after 30 days'  
7 written notice to the prime Contractor, take such action as may be necessary to  
8 cause the suspension of any further payments until such the required affidavits are  
9 submitted.

10 **XVIII. SUBCONTRACTOR REPORTING**

11  
12 The Contractor shall provide a list of all persons, natural or artificial, who are  
13 retained by the Contractor at the time of the contract's execution and who are  
14 expected to perform work as subcontractors in connection with the Contractor's  
15 work for the city. In regard to any subcontractor proposed to be retained by the  
16 Contractor to perform work on the contract with the city, the Contractor must  
17 provide notice to the city within 30 days of retaining said subcontractor. If the  
18 Contractor fails to submit the required lists and notices, the City may, after 30  
19 days' written notice to the prime Contractor, take such action as may be necessary  
20 to cause the suspension of any further payments until such the required lists and  
21 notices are submitted.

22 **XIX. EXPENSES**

23 Unless otherwise approved by the Contracting Officer of the City Council,  
24 reimbursable expenses shall be limited as follows: meals at reasonable and  
25 customary costs for the city in which they are consumed absent charges for

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

8 **XX. LIMITATIONS**

9 For the attendance at all meetings of the Council, the CUC, briefings of  
10 Councilmembers, and representation before any court or regulatory body and  
11 during the conduct of regulatory proceedings before the Council and other  
12 regulatory bodies, the Council will only provide labor fee reimbursement for one  
13 consultant from any applicable firm, unless otherwise specifically approved by  
14 the Contracting Officer of the City Council. Contractor further agrees to avoid  
15 the unnecessary duplication of personnel and costs in the performance of services  
16 under this agreement and accordingly, shall staff all assignments with only  
17 qualified and experienced personnel so as to only charge for the minimum number  
18 of personnel and incur the least costs reasonably necessary to perform the  
19 assignments.

1 **XXI. SEVERABILITY**

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

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

9 **IN WITNESS WHEREOF:**

10 ATTEST

CITY COUNCIL

11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_

*Jaquelyn B. Clarkson 4/5/12*  
Jaquelyn B. Clarkson  
City Council President

14 *Christine Landry*  
15 \_\_\_\_\_

Paillet, Meunier and LeBlanc, LLC  
*Kenneth Paillet*  
\_\_\_\_\_

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By: Kenneth Paillet, Managing Partner  
3421 Causeway Blvd.  
Suite 701  
Metairie, LA 70002

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7207572010 B  
Federal ID Number

22 *John Narone*  
\_\_\_\_\_

23 Approved:

*[Signature]*  
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Law Department

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