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AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
DENTONS US LLP

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of January 2015 and between the Council of the City of New Orleans, represented by Stacy Head, President of the Council (hereinafter referred to as “City”) and the firm of Dentons US LLP (hereinafter referred to as “Contractor”)

WITNESSETH

**WHEREAS**, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council selected SNR Denton US LLP, 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**, pursuant to Motions M-11-574 (As Amended), and M-12-59 the City Council approved the recommendation of the Council Utilities Committee that the firm of SNR Denton US LLP be retained to provide utility consulting services in the area of the Council’s electric and gas regulatory responsibility; and

1           **WHEREAS**, a contract was made and entered into as of the 1<sup>st</sup> day of January,  
2 2012 by and between the City Council and the firm of SNR Denton US LLP. The  
3 contract, which was assigned number K12-178, noted the month to month nature of the  
4 agreement, authorized certain hourly rates, established a Three Million Dollars  
5 (\$3,000,000.00) limit and established an ending date of no later than December 31, 2012;  
6 and

7           **WHEREAS**, a contract amendment was made and entered into as of the 1<sup>st</sup> day of  
8 January, 2012 by and between the City Council and the firm of SNR Denton US LLP. The  
9 contract amendment, which was assigned number K12-414, amended the contract by  
10 deleting the month to month provision and extending the contract through December 31,  
11 2012, renewable annually for a period of up to five (5) years. It authorized certain hourly  
12 rates for the attorneys in the newly-opened office of SNR Denton US LLP; and

13           **WHEREAS**, by Motion M-12-458, adopted on December 6, 2012, the President of  
14 the Council was authorized to sign a contract amendment with SNR Denton US LLP  
15 extending the contract through 2013, increasing hourly rates beginning 2013 for Partners  
16 and Senior Managing Directors up to \$565.00 per hour, for Counsel and Of Counsel up to  
17 \$460.00 per hour, for Associates and Managing Directors up to \$400.00 per hour, and for  
18 Other Professionals up to \$220.00 per hour, and increasing the maximum compensation  
19 under such contract by Three Million Three Hundred Thousand Dollars (3,300,000.00),  
20 making the maximum for all services since the January 1, 2012 contract formation Six  
21 Million Three Hundred Thousand Dollars (6,300,000.00); and

22           **WHEREAS**, a contract amendment was made and entered into as of the 1<sup>st</sup> day of  
23 January, 2013 by and between the City Council and the firm of SNR Denton US LLP. The

1 contract amendment, assigned number K12-1153, amended the contract consistent with  
2 Motion M-12-458; and

3         **WHEREAS**, SNR Denton US LLP, as a result of its March 2013 combination  
4 with international law firm Salans LLP and Canadian law firm Fraser Milner Casgrain  
5 LLP, changed its name to Dentons US LLP; and

6         **WHEREAS**, by Motion M-13-436, adopted on November 21, 2013, the President  
7 of the Council was authorized to sign a contract amendment with Dentons US LLP  
8 extending the contract, authorizing certain hourly rates approved in M-12-458, and  
9 increasing the maximum compensation under such contract by Three Million Three  
10 Hundred Thousand Dollars (3,300,000.00), thus making the maximum for all services since  
11 the January 1, 2012 contract formation Nine Million Six Hundred Thousand Dollars  
12 (9,600,000.00), and;

13         **WHEREAS**, a contract amendment was made and entered into as of the 1<sup>st</sup> day of  
14 January, 2014 by and between the City Council and the firm of Dentons US LLP. The  
15 contract amendment, assigned number K13-1362, amended the contract by extending it  
16 through December 31, 2014 and making the maximum for all services since the January 1,  
17 2012 contract formation Nine Million Six Hundred Thousand Dollars (9,600,000.00); and

18         **WHEREAS**, by Motion M-14-505, adopted on November 20, 2014, the President  
19 of the Council was authorized to sign a contract amendment with Dentons US LLP  
20 extending the contract, authorizing certain hourly rates approved in M-12-458, and  
21 increasing the maximum compensation under such contract by Three Million Three  
22 Hundred Thousand Dollars (3,300,000.00), which results in a maximum for all services

1 since the January 1, 2012 contract formation of Twelve Million Nine Hundred Thousand  
2 Dollars (12,900,000.00), and;

3 **WHEREAS**, the Council desires to authorize a contract amendment and extension  
4 with Dentons US LLP to assist in meeting the Council's regulatory responsibility to the  
5 City and its ratepayers; and

6 **WHEREAS**, all parties to the agreement dated January 1, 2012 desire to amend the  
7 agreement and have the necessary authority to do so.

8 **THEREFORE, IT IS HEREBY AGREED:**

- 9 1. To increase the maximum compensation payable under the terms of this  
10 agreement by "\$3,300,000.00" thereby increasing the amount on lines 4  
11 and 8 of page 4 of 14 of the Agreement dated January 1, 2012 for SNR  
12 Denton US LLP; said agreement subsequently being assigned number  
13 K12-178. The maximum compensation for all services including  
14 professional hours and expenses, through December 31, 2015, shall not  
15 exceed Twelve Million Nine Hundred Thousand Dollars (12,900,000.00).  
16 If there are any necessary and ordinary expenses attached to the work of  
17 the Firm of Dentons US LLP these expenses shall be reimbursable by the  
18 City but the total amount of such expenses, in addition to the fees shall not  
19 exceed Twelve Million Nine Hundred Thousand Dollars  
20 (\$12,900,000.00).
- 21 2. To change the termination date of the agreement by deleting the date,  
22 "December 31, 2014" on line 18 of page 9 of 14 and inserting in lieu  
23 thereof the date "December 31, 2015."

1 3. To increase hourly rates effective January 1, 2013 as authorized in Motion  
2 M-12-458 and subsequent motions, for Partners and Senior Managing  
3 Directors up to \$565.00 per hour, for Counsel and Of Counsel up to  
4 \$460.00 per hour, for Associates and Managing Directors up to \$400.00  
5 per hour, and for Other Professionals up to \$220.00 per hour.

6 4. Convicted Felon

7 The Contractor swears that it complies with Section 2-8 (c) of the Code of  
8 the City of New Orleans. No Contractor principal, member, or officer has,  
9 within the preceding five years, been convicted of, or pled guilty to, a  
10 felony under state or federal statutes for embezzlement, theft of public  
11 funds, bribery, or falsification or destruction of public records.

12 5. Non-Solicitation

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

19 6. Inspector General Cooperation

20 It is agreed that the contractor or applicant will abide by all provisions of  
21 City Code §2-1120, including but not limited to City Code §2-1120(12),  
22 which requires the contractor to provide the Office of Inspector General  
23 with documents and information as requested. Failure to comply with

1 such requests shall constitute a material breach of the contract. In signing  
2 this contract, the contractor agrees that it is subject to the jurisdiction of  
3 the Orleans Parish Civil District Court for purposes of challenging a  
4 subpoena.

7. Ownership Interest

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

15 8. Subcontractor Reporting

16 The Contractor shall provide a list of all persons, natural or artificial, who  
17 are retained by the Contractor at the time of the contract's execution and  
18 who are expected to perform work as subcontractors in connection with  
19 the Contractor's work for the city. In regard to any subcontractor proposed  
20 to be retained by the Contractor to perform work on the contract with the  
21 city, the Contractor must provide notice to the city within 30 days of

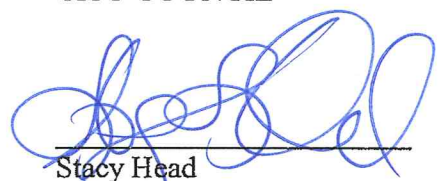
1 retaining said subcontractor. If the Contractor fails to submit the required  
2 lists and notices, the City may, after 30 days' written notice to the prime  
3 Contractor, take such action as may be necessary to cause the suspension  
4 of any further payments until such the required lists and notices are  
5 submitted.

6 **IN WITNESS WHEREOF:**

7 ATTEST

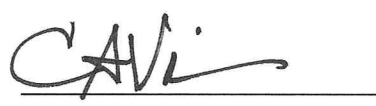
CITY COUNCIL

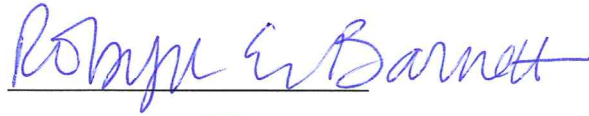
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Stacy Head  
City Council President

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Dentons US LLP

  
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By: Clinton Vince, Esq.,  
Shareholder, Partner  
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Washington D.C. 20005

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Federal ID Number

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24 Approved:   
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26 Law Department