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AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF NEW ORLEANS
AND
LEGEND CONSULTING GROUP LIMITED

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 Legend Consulting Group Limited (“**Contractor**”), represented by Joseph A. Vumbaco, Managing Partner. 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 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 July 25, 2016; and

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

1 pursuant to Section 3-130 (5) of the Home Rule Charter.

2 C. Payment by Regulated Utility Company. In the event that a regulated utility company
3 pays an invoice submitted the Contract:

4 1. The regulated utility company will send the payment to the Council Utilities Regulatory
5 Office which shall immediately forward it to the Contractor;

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

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

11 **ARTICLE IV - DURATION AND TERMINATION**

12 A. Initial Term. The term of this agreement shall be for 1 year, beginning the Effective
13 Date. This Agreement shall automatically terminate with respect to any period of time for which funds
14 are not so encumbered. It is understood and acknowledged by the Contractor that the obligations
15 described under these terms is to be accomplished during the time period specified herein.

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

19 C. Termination for Convenience. The City may terminate this Agreement at any time
20 during the term of the Agreement by giving the Contractor written notice of the termination at least 30
21 calendar days before the intended date of termination.

22 D. Termination for Non-Appropriation. This Agreement will terminate immediately in the
23 event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of
24 notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for
25 this Agreement.

1 E. Termination for Cause. The City may terminate this Agreement immediately for cause
2 by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform
3 any obligation or abide by any condition of this Agreement or the failure of any representation or
4 warranty in this Agreement, including without limitation any failure to comply with any provision of City
5 Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently
6 challenged in a court of law and the challenging party prevails, the termination will be deemed to be a
7 termination for convenience effective 30 days from the date of the original written notice of termination
8 for cause was sent to the challenging party; no further notice will be required.

9 **ARTICLE V - INDEMNITY**

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

18 **ARTICLE VI – LIVING WAGES**

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

24 **ARTICLE VII - NON-DISCRIMINATION**

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

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

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

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

3 **ARTICLE VIII - INDEPENDENT CONTRACTOR**

4 A. **Independent Contractor Status.** The Contractor is an independent contractor and shall not be
5 deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of
6 its employees, subcontractors or agents to be an employee, partner, or agent of the City.

7 B. **Exclusion of Worker's Compensation Coverage.** The City will not be liable to the Contractor,
8 as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided
9 by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S.
10 23:1034, any person employed by the Contractor will not be considered an employee of the City for the
11 purpose of Worker's Compensation coverage.

12 C. **Exclusion of Unemployment Compensation Coverage.** The Contractor, as an independent
13 contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E)
14 and neither the Contractor nor anyone employed by them will be considered an employee of the City for
15 the purpose of unemployment compensation coverage, which coverage same being hereby expressly
16 waived and excluded by the Parties, because: (a) the Contractor has been and will be free from any
17 control or direction by the City over the performance of the services covered by this Agreement; (b) the
18 services to be performed by the Contractor are outside the normal course and scope of the City's usual
19 business; and (c) the Contractor has been independently engaged in performing the services required
20 under this Agreement prior to the date of this Agreement.

21 D. **Waiver of Benefits.** The Contractor, as independent contractor, will not receive from the City
22 any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick
23 leave, pension, or Social Security for any services rendered to the City under this Agreement.

24 **ARTICLE IX - NOTICE**

1 A. *In General.* Except for any routine communication, any notice, demand, communication,
2 or request required or permitted under this Agreement will be given in writing and delivered in person or
3 by certified mail, return receipt requested as follows:

4 1. To the City:
5 The Council Utility Regulatory Office
6 1300 Perdido Street, Room 6E07
7 New Orleans, LA 70112
8

9 2. To the Contractor:
10 Joseph A. Vumbaco
11 8055 E. Tufts Avenue #1250
12 Denver, CO 80237
13

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

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

19 **ARTICLE X - ADDITIONAL PROVISIONS**

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

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

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

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

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

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

18 G. Construction of Agreement. Neither party will be deemed to have drafted this
19 Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted
20 according to the ordinary meaning of the words used so as to fairly accomplish the purposes and
21 intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against
22 the City or the Contractors on the basis of which party drafted the uncertain or ambiguous language. The
23 headings and captions of this Agreement are provided for convenience only and are not intended to have
24 effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the
25 plural and neutral words and words of any gender shall include the neutral and other gender.

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

5 I. Employee Verification. The Contractor swears that (i) it is registered and participates in
6 a status verification system to verify that all employees in the State of Louisiana are legal citizens of the
7 United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status
8 verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it
9 shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with
10 items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to
11 termination, and may further result in the Contractor being ineligible for any public contract for a period
12 of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that
13 it shall be liable for any additional costs incurred by the City occasioned by the termination of this
14 Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a
15 violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above
16 provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor
17 fails to provide such the requested affidavit or violates any provision of this paragraph.

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

22 K. Jurisdiction. The Contractor consent and yield to the jurisdiction of the State Civil
23 Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of
24 the residence of the Contractor.

25 L. Limitations of the City's Obligations. The City has no obligations not explicitly set forth

1 in this Agreement or any incorporated documents or expressly imposed by law.

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

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

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

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

20 Q. Ownership Interest Disclosure. The Contractor will provide a sworn affidavit listing all
21 natural or artificial persons with an ownership interest in the Contractor and stating that no other person
22 holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an
23 "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or
24 ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If
25 the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the

1 Contractor, take such action as may be necessary to cause the suspension of any further payments until
2 such the required affidavits are submitted.

3 **R. Ownership of Records.** Upon final payment, all data collected and all products of work
4 prepared, created or modified by the Contractor in the performance of this Agreement, including without
5 limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents,
6 records, disks, original drawings or other such material, regardless of form and whether finished or
7 unfinished, but excluding the Contractor’s personnel and administrative records and any tools, systems,
8 and information used by the Contractors to perform the services under this Agreement, including
9 computer software (object code and source code), know-how, methodologies, equipment, and processes
10 and any related intellectual property (collectively, “Work Product”) will be the exclusive property of
11 City and the City will have all right, title and interest in any Work Product, including without limitation
12 the right to secure and maintain any copyright, trademark, or patent of Work Product in the City’s name.
13 No Work Product may be reproduced in any form without the City’s express written consent. The City
14 may use and distribute any Work Product for any purpose the City deems appropriate without the
15 Contractors’ consent and for no additional consideration to the Contractor.

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

24 **T. Prohibition on Political Activity.** None of the funds, materials, property, or services
25 provided directly or indirectly under the terms of this Agreement shall be used in the performance of this

1 Agreement for any partisan political activity, or to further the election or defeat of any candidate for
2 public office.

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

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

13 W. Subcontractor Reporting. The Contractor will provide a list of all natural or artificial
14 persons who are retained by the Contractor at the time of the Agreement's execution and who are
15 expected to perform work as subcontractors in connection with the Contractor's work for the City. For
16 any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the
17 City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the
18 Contractor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice
19 to the Contractor, take any action it deems necessary, including, without limitation, causing the
20 suspension of any payments, until the required lists and notices are submitted.

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

25 Y. Terms Binding. The terms and conditions of this Agreement are binding on any heirs,

1 successors, transferees, and assigns.

2 **ARTICLE XI - ELECTRONIC SIGNATURE AND DELIVERY**

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

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

8 [SIGNATURES CONTAINED ON NEXT PAGES]

1 IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized
2 representatives, execute this Agreement.

3 CITY OF NEW ORLEANS

4 BY: _____ 

5 Jason R. Williams, Council President

6 Executed on this 17th of May, 2017.

7
8 APPROVED:

9 Law Department

10 By: _____ 

11 Printed Name: T. J. Williams

12
13 LEGEND CONSULTING GROUP LIMITED

14 BY: _____ 

15 Joseph A. Vumbaco, Managing Partner

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

18 [EXHIBIT A CONTAINED ON NEXT PAGES]

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**EXHIBIT A TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF NEW ORLEANS**

AND

LEGEND CONSULTING GROUP LIMITED

**City Council Utility Regulatory Office (CURO) Work and Billing Practices Policy for Utility,
Cable, Telecommunications and Technology Committee (UCTTC) Advisors**

May 4, 2016

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

Purpose:

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

Permitted Work:

All professional services are subject to the provisions of the Advisor contracts. The Council views every bill from an Advisor as a certification by the Advisor and his or her firm that the services and disbursements reflected on the bill are reasonable for the matter involved and necessary for the proper provision of professional services to the Council. Staffing shall be efficient. Time and disbursements that are not necessary for the cost-effective handling of a matter should not be billed. Compliance with this procedure will avoid delays in processing invoices.

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

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

26 **Process for Billing and Payment:**

27 Invoices shall be submitted electronically to CURO on a monthly basis by the end of the month following
28 the month in which charges are made. If requested, Advisors shall concurrently provide copies to the
29 Chairperson of the UCTTC and the Council Chief of Staff or Interim Council Chief of Staff. Unless
30 authorized by CURO, invoices should not include time from outside the statement's monthly billing
31 period. Within 30 days of receipt of the invoice, CURO shall complete its review and provide the
32 Chairperson of the UCTTC with a memo containing any recommendations and a request for approval for
33 CURO to process the invoice for payment.

34 Upon receipt of the recommendations and request for approval to process for payment, the Chairperson of
35 the UCTTC shall complete the invoice review and by memo to CURO: 1) authorize the payment of the
36 original invoice amount, or 2) substitute a different amount that is authorized for payment. If a different-
37 than-original invoice amount is authorized for payment by CURO, the Council Chief of Staff or Interim

1 Council Chief of Staff, and submitting Advisor should be immediately notified, with opportunity given
2 for discussion of the substituted amount. Upon the conclusion of this discussion, the Chairperson of the
3 UCTTC shall make a final determination of the amount authorized for payment and authorize CURO to
4 immediately process for payment of that amount.

5 **Billings:**

6 At the commencement of the contract period, Advisors shall identify, and the Chair of the UCTTC shall
7 approve, with a copy to CURO, all work categories in which Permitted Work as described herein is
8 expected to be necessary. Legal and technical Advisors for Utilities and legal and technical Advisors
9 for Cable, Telecommunications and Technology shall identify categories of work in a clear and
10 concise manner and shall include the use of FERC and Council docket numbers, rulemaking
11 proceedings, resolutions and motion numbers as well as clear and concise descriptions of the work
12 performed. The Advisors shall coordinate these identified work categories with their counterpart
13 Advisors within each of these two areas of work covered by the UCTTC, so that categories of work
14 appearing on bills are as uniform as reasonably achievable for every Advisor billing, within each of
15 the two areas of work.

16 If an Advisor performs work on account of or at the direction of the Council Chief of Staff, Council
17 Fiscal, CURO or an individual Councilmember, other than the current Chair of the UCTTC, the
18 associated billings should identify the party by use of the 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

19

20 If, during a contract period, Advisors determine a new category of work is needed, the Chair of the
21 UCTTC shall be promptly notified, with a copy to CURO, following which the Chair of the UCTTC shall
22 approve the new category before it is used in a bill. Existing categories should not be used for work for
23 which a new category should be created.

24 A "Miscellaneous or General Matters" category may be used for entries which do not fit into existing
25 categories and do not total greater than 10% of the total bill for the month. Entries in this category should
26 include a sufficient description so that it can be clear to the reviewer what work was performed.

1 Final work product for which time and expense entries appear on an invoice will be provided to the
2 Chair of the UCTTC, any Council Member or CURO upon request, to the extent public disclosure will
3 not jeopardize or injure the interests of the Council. If an Advisor determines that it should not be
4 promptly produced in order to protect the interests of the Council, the reason why it is not being
5 provided shall be timely communicated to CURO

6 Efforts should be made to identify other clients of Advisors not in conflict with the Council, who could
7 be expected to benefit from research or other Permitted Work that Advisors perform for the Council. If work
8 benefits other clients of Advisor, only the appropriate proportionate share of the cost should be billed to the Council.

9 Time records, by date, for each professional rendering service within each category shall be entered in
10 increments of 1/10th of hours (e.g.: ".7," or "1.6") and include a brief description of the work performed.

11 "Block billings" (billings combining a number of activities under a single time entry with little or no description of
12 individual tasks performed or the time taken for each) should not occur. An occasional exception may be made
13 when brief work activities within a category cannot be accurately or efficiently billed by making individual time
14 entries, in which case a description of the tasks performed may be provided under a single time entry for a short
15 period of total time. This exception should be limited to a circumstance where a number of short tasks within a
16 category are performed on the same day and billing for each would significantly increase the total time billed for
17 the tasks.

18 Billings should account for time without disclosing sensitive areas of strategic focus. When the subject of the work
19 is sensitive—for example if the work involves strategy pertaining to a current or potential administrative or court
20 proceeding—the specific nature of the discussions, analysis, or meeting, as well as the other persons involved, may
21 need to be left out of the detailed time summaries. However, this information should be retained by Advisors,
22 available to be immediately provided to the UCTTC or CURO if requested.

23 Advisors should review each billing prior to its submission to determine that each billing entry clearly and
24 succinctly describes the task performed and the reason for the task, if the reason is not apparent from the
25 task description itself. Individual and total charges for time and expenses should be checked to make
26 certain they are accurate.

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

- 29 ○ Attention to or request attention to
- 30 ○ Review
- 31 ○ Continued (followed by a task)
- 32 ○ Organize file
- 33 ○ Follow up
- 34

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

- 37 ○ Read _____
- 38 ○ Review of_(specify)_____
- 39 ○ Write _____

- 1 ○ Prepare for _____
- 2 ○ Edit (or Revise) _____
- 3 ○ Attend _____
- 4 ○ Conduct _____
- 5 ○ Phone conference with regarding _____
- 6 ○ Email to (or from) regarding _____
- 7 ○ Draft (in relation to reports, pleadings, motions and briefs) _____
- 8 ○ Correspondence with _____ regarding _____
- 9 ○ Research regarding _____
- 10 ○ Write memorandum to _____ regarding _____
- 11 ○ Meeting with _____ regarding _____
- 12 ○ Run analysis of _____
- 13 ○ Create engineering models
- 14 ○ Run assumptions for _____
- 15

16

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

20 Advisors should assign work internally within their firms to use the least expensive person to do work consistent with
 21 the best representation of the Council's interest. For example, a legal assistant, paralegal, or law clerk should be used to
 22 do routine work that does not require a more experienced lawyer's services. If an attorney chooses to perform research
 23 that could be as effectively performed by a law clerk, or a technical advisor chooses to perform research that could be
 24 as effectively handled by a research assistant, the professional should not bill at an hourly rate greater than the rate
 25 charged for a law clerk or research assistant unless sufficient explanation is provided for the necessity of using the
 26 higher-billing person.

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

- 28 1) Research or review of industry literature or trade publications.
- 29
- 30 2) Attendance at professional conferences, educational seminars, or continuing legal education
 31 activities.
- 32
- 33 3) Research and review of basic substantive law at issue in the matter for which the firm was retained.
- 34
- 35 4) Advisors should be judicious in limiting the number of persons in attendance at meetings (whether
 36 telephonic, web based or in person), depositions, hearings or other proceedings always considering how
 37 best to protect the Council's interests. The Council specifically recognizes that some matters require
 38 differing kinds of expertise among the professionals in the Advisor firms which would require more than
 39 one person of an Advisor firm in attendance at such meetings, depositions, hearings, negotiations, strategy
 40 sessions and the like in furtherance of the Council's interests. When more than one person within the
 41 Advisor's firm attends the same meeting, deposition, hearing or other proceeding, CURO may request or
 42 the Chair of the UCTTC may require an explanation of why it was in the best interest of the Council. In
 43 all cases where more than one person within an Advisor's firm bills for attendance at a meeting,
 44 deposition, hearing or other proceeding, the Chair of the UCTTC may decline the charge after
 45 discussion with the Advisor. Advisors should invite CURO to meetings when practical.

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- 5) Administrative tasks, such as support or clerical services (work customarily performed by secretaries, word processors, proofreaders, managing clerks, information system technicians, librarians, computer operators, etc., including but not limited to photocopying, file maintenance, filing or delivering materials, arranging travel or scheduling depositions or meetings) shall not be billed, either regularly or as overtime. Attorneys, paralegals, and law clerks shall not bill for performing such tasks.
- 6) Time spent preparing, discussing, or supporting Advisor's invoices, including time or expense associated with delivering or collecting Advisor's invoices.
- 7) Downtime or learning time that may result from staffing changes.
- 8) Time spent on staffing issues.
- 9) Time spent by Advisors traveling to or from New Orleans. If Permitted Work is performed during such travel, it may be billed as described herein.
- 10) Time spent traveling to attend MISO, OMS, or ERSC-related meetings or events. If Permitted Work is performed during such travel, it may be billed as described herein.

21 **Expenses:**

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

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

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

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

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

**RESOLUTION OF
LEGEND CONSULTING GROUP LIMITED**

BY RESOLUTION, the President of the Corporation Joseph A. Vumbaco, is authorized to execute all Amendments and Agreements for Professional Services Between the City of New Orleans and Legend Consulting Group Limited for the provision of consulting engineering services to the Council of the City of New Orleans.

May 8, 2017

Attest:



Robin M. Shaver

Corporate Secretary

