

1 AMENDMENT TO
2 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
3 THE CITY OF NEW ORLEANS
4 AND
5 SONNENSCHN, NATH & ROSENTHAL, LLP
6 (PURSUANT TO ASSIGNMENT BY SULLIVAN & WORCESTER, LLP
7 EFFECTIVE MARCH 27, 2008 APPROVED BY CITY COUNCIL
8 MOTION M-08-170)

9 THIS AGREEMENT is made and entered into as of the 1st January 2009 by and between
10 the City of New Orleans, herein represented by Jacquelyn Brechtel Clarkson, President of the
11 Council of the City of New Orleans (hereinafter referred to as "City"), and the law firm of
12 Sonnenschein, Nath & Rosenthal, LLP (herein after referred to as "Contractor").

13 WITNESSETH

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

17 WHEREAS, pursuant to Motions M-04-803, after competitive selection, the City Council
18 authorized a contract with the Law Firm of Sullivan and Worcester, LLP (subsequently assigned to
19 Sonnenschein, Nath & Rosenthal, LLP effective March 27, 2008 as approved by City Council
20 Motion M-08-170) to act as special counsel to the City Council in electric and gas regulatory
21 matters; and

1 **WHEREAS**, the Council desires to authorize a contract amendment and extension with
2 Sonnenschein, Nath & Rosenthal, LLP to assist in meeting the Council’s regulatory responsibility to
3 the City and its ratepayers; and

4 **WHEREAS**, by Motion M-08-725 the President of the Council is hereby authorized to sign a
5 contract amendment with Sonnenschein, Nath & Rosenthal, LLP, increasing the maximum
6 compensation under such contract; now, therefore

7 **WHEREAS**, all parties to the agreements dated January 1, 2005 desire to amend the
8 agreement and have the necessary authority to do so.

- 9 1. To increase the maximum compensation payable under the terms of this
10 agreement by Three Million Three Hundred Thousand Dollars (\$3,300,000.00)
11 thereby increasing the amount on line 12 and line 16 of page 3 of the Agreement
12 dated January 1, 2005, assigned to the firm of Sonnenschein, Nath & Rosenthal,
13 LLP. Beginning at line 11 of page 3 of the following language shall be inserted:
14 The maximum compensation to be paid to the firm of Sullivan and Worcester,
15 LLP and its assignee Sonnenschein, Nath & Rosenthal, LLP for such services
16 shall not exceed Sixteen Million One Hundred Thirty Thousand Dollars
17 (\$16,130,000.00). If there are any necessary and ordinary expense attached to the
18 work of the firm of Sonnenschein, Nath & Rosenthal, LLP these expenses in
19 addition to the fees outlined above, shall be reimbursable by the City but the total
20 amount of such expenses and fees under this agreement shall not exceed Sixteen
21 Million One Hundred Thirty Thousand Dollars (\$16,130,000.00). The firm of

1 Sonnenschein, Nath & Rosenthal, LLP shall submit to the City a detailed monthly
2 invoice for payment of services provided. This agreement is contingent up the
3 appropriation and allocation of funds by the City of New Orleans.”

4 2. The contract amendment shall reflect revised firm hourly billing rates effective as of
5 2009, as follows:

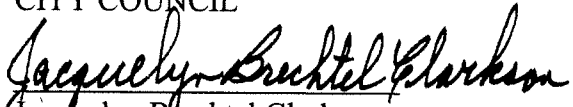
6 Partners and	
7 Senior Managing Directors up to	\$495.00 per hour
8 Counsel and Of Counsel up to	\$450.00 per hour
9 Associates and	
10 Managing Directors up to	\$350.00 per hour
11 Other Professionals up to	\$150.00 per hour

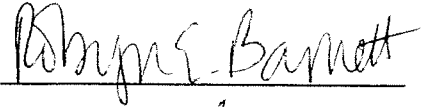
12 3. To change the termination date of the agreement by deleting the date, " December 31,
13 2008", on line 22 of page 7 of 9 and inserting in lieu thereof, the date "December 31,
14 2009”.

1 4. It is further agreed that the agreement is hereby amended to provide as follows:
2 "Pursuant to Chapter 2, Article XVIII of the City Code relative to the Office of Inspector General,
3 the contractor understands and will abide by all provisions of Chapter 2 of the City Code."

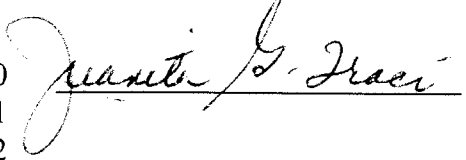
4 **IN WITNESS WHEREOF:**

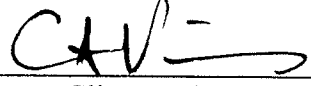
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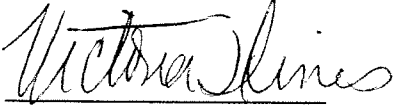
CITY COUNCIL

Jacquelyn Brechtel Clarkson
City Council President

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Sonnenschein, Nath & Rosenthal, LLP

10 


By: Clinton Vince, Esq.
Shareholder, Partner
1301 K. Street, NW
Suite 600, East Tower
Washington, D.C. 20005-3364

16 Approved: 
17 Law Department
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36-1796730
Federal ID Number

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AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF NEW ORLEANS
AND
SONNENSCHN, NATH & ROSENTHAL, LLP
(PURSUANT TO ASSIGNMENT BY SULLIVAN & WORCESTER, LLP
EFFECTIVE MARCH 27, 2008 APPROVED BY CITY COUNCIL
MOTION M-08-170)

THIS AGREEMENT is made and entered into as of the 18th September 2008 by and between the City of New Orleans, herein represented by Jacquelyn Clarkson, President of the Council of the City of New Orleans (hereinafter referred to as “City”), and the law firm of Sonnenschein, Nath & Rosenthal, LLP (herein after 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 Motions M-04-803, after competitive selection, the City Council authorized a contract with the Law Firm of Sullivan and Worcester, LLP (subsequently assigned to Sonnenschein, Nath & Rosenthal, LLP effective March 27, 2008 as approved by City Council Motion M-08-170) to act as special counsel to the City Council in electric and gas regulatory matters; and

1 **WHEREAS**, the Council desires to authorize a contract amendment with Sonnenschein,
2 Nath & Rosenthal, LLP to assist in meeting the Council’s regulatory responsibility to the City and its
3 ratepayers; and

4 **WHEREAS**, by Motion M-08-540 the President of the Council is hereby authorized to sign a
5 contract amendment with Sonnenschein, Nath & Rosenthal, LLP, increasing the maximum
6 compensation under such contract; now, therefore

7 **WHEREAS**, all parties to the agreements dated January 1, 2005 desire to amend the
8 agreement and have the necessary authority to do so.

9 To increase the maximum compensation payable under the terms of this
10 agreement by Four Hundred Thousand Dollars (\$400,000.00) thereby increasing
11 the amount on line 12 and line 16 of page 3 of the Agreement dated January 1,
12 2005, assigned to the firm of Sonnenschein, Nath & Rosenthal, LLP.

13 Beginning at line 11 of page 3 of the following language shall be inserted: The
14 maximum compensation to be paid to the firm of Sullivan and Worcester, LLP
15 and its assignee Sonnenschein, Nath & Rosenthal, LLP for such services shall not
16 exceed Twelve Million Eight Hundred Thirty Thousand Dollars (\$12,830,000.00).

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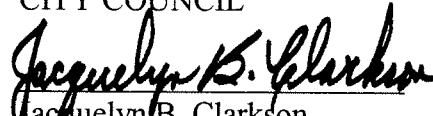
1 If there are any necessary and ordinary expense attached to the work of the firm
2 of Sonnenschein, Nath & Rosenthal, LLP these expenses in addition to the fees
3 outlined above, shall be reimbursable by the City but the total amount of such
4 expenses and fees under this agreement shall not exceed Twelve Million Eight
5 Hundred Thirty Thousand Dollars (\$12,830,000.00). The firm of Sonnenschein,
6 Nath & Rosenthal, LLP shall submit to the City a detailed monthly invoice for
7 payment of services provided. This agreement is contingent up the appropriation
8 and allocation of funds by the City of New Orleans.”

9 **IN WITNESS WHEREOF:**

10 ATTEST

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CITY COUNCIL


14 Jacquelyn B. Clarkson
15 City Council President

14 Lynn L. Bellay

Sonnenschein, Nath & Rosenthal, LLP

15 Jesse D. Gratch
16
17
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19
20


By: Clinton Vince, Esq.
Shareholder, Partner
1301 K. Street, NW
Suite 600, East Tower
Washington, D.C. 20005-3364

21 Approved: Victoria Spivey
22 Law Department
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36-1796730
Federal ID Number

1 AMENDMENT TO
2 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
3 THE CITY OF NEW ORLEANS
4 AND
5 SONNENSCHN, NATH & ROSENTHAL, LLP
6 (PURSUANT TO ASSIGNMENT BY SULLIVAN & WORCESTER, LLP
7 EFFECTIVE MARCH 27, 2008 APPROVED BY CITY COUNCIL
8 MOTION M-08-170)

9 THIS AGREEMENT is made and entered into as of the 7th August 2008 by and between
10 the City of New Orleans, herein represented by Jacquelyn Brechtel Clarkson, President of the
11 Council of the City of New Orleans (hereinafter referred to as "City"), and the law firm of
12 Sonnenschein, Nath & Rosenthal, LLP (herein after referred to as "Contractor").

13 WITNESSETH

14 WHEREAS, to address the complex legal and technical issues necessary to properly meet its
15 electric and gas regulatory responsibilities, the Council has selected hearing officers and consulting
16 firms as advisors, in accordance with the competitive selection process required by the Home Rule
17 Charter and Council Rule 45; and

18 WHEREAS, pursuant to Motions M-04-803, after competitive selection, the City Council
19 authorized a contract with the Law Firm of Sullivan and Worcester, LLP (subsequently assigned to
20 Sonnenschein, Nath & Rosenthal, LLP effective March 27, 2008 as approved by City Council
21 Motion M-08-170) to act as special counsel to the City Council in electric and gas regulatory
22 matters; and

1 **WHEREAS**, the Council desires to authorize a contract amendment with Sonnenschein,
2 Nath & Rosenthal, LLP to assist in meeting the Council’s regulatory responsibility to the City and its
3 ratepayers; and

4 **WHEREAS**, by Motion M-08-453 the President of the Council is hereby authorized to sign a
5 contract amendment with Sonnenschein, Nath & Rosenthal, LLP, amending Section XIII of the
6 contract originally effective January 1, 2005 to provide specifically that the contract may be extended
7 annually for a period of up to five years from the original date and increasing the maximum
8 compensation under such contract; now, therefore

9 **WHEREAS**, all parties to the agreement dated January 1, 2005 desire to amend the
10 agreement and have the necessary authority to do so.

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

- 12 1. That Section XIII of the Agreement on Page 8 of 9 thereof, is hereby amended to
13 read as follows:

14 **“SECTION XIII. EXTENSION:**

15 This agreement may be extended at the option of the City, provided that funds are
16 allocated by the Council of the City of New Orleans and the extension of the
17 agreement facilitates the continuity of services provided herein. This agreement may
18 be extended by the City on an annual basis for no longer than four additional one year
19 periods.”

- 20 2. To increase the maximum compensation payable under the terms of this
21 agreement by One Hundred Thirty Thousand Dollars (\$130,000.00), thereby
22 increasing the amount on line 12 and line 16 of page 3 of the Agreement dated
23 January 1, 2005, assigned to the firm of Sonnenschein, Nath & Rosenthal, LLP to
24 (\$12,430,000.00).


1 Beginning at line 11 of page 3 the following language shall be inserted: "The
2 maximum compensation to be paid to the firm of Sullivan and Worcester, LLP
3 and its assignee Sonnenschein, Nath & Rosenthal, LLP for such services shall not
4 exceed Twelve Million Four Hundred Thirty Thousand Dollars (\$12,430,000.00).
5 If there are any necessary and ordinary expenses attached to the work of the firm
6 of Sonnenschein, Nath & Rosenthal, LLP, these expenses, in addition to the fees
7 outlined above, shall be reimbursable by the City but the total amount of such
8 expenses and fees under this agreement shall not exceed Twelve Million Four
9 Hundred Thirty Thousand Dollars (\$12,430,000.00). The firm of Sonnenschein,
10 Nath & Rosenthal, LLP shall submit to the City a detailed monthly invoice for
11 payment of services provided. This agreement is contingent upon the
12 appropriation and allocation of funds by the City of New Orleans."

13 **IN WITNESS WHEREOF:**

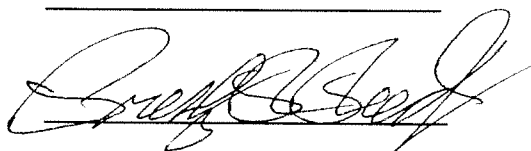
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CITY COUNCIL

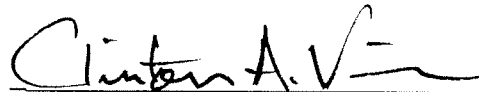

Jacquelyn Brechtel Clarkson
City Council President

18 _____




Sonnenschein, Nath & Rosenthal, LLP

19 



By: Clinton Vince, Esq.
Shareholder, Partner
1301 K. Street, NW
Suite 600, East Tower
Washington, D.C. 20005-3364

25 
26 Approved: _____
27 Law Department

36-1796730
Federal ID Number

FRED WILD

MOTION
M-08-725

CITY HALL: DECEMBER 18, 2008

**BY: COUNCILMEMBERS MIDURA, CARTER, HEDGE-MORRELL AND
WILLARD-LEWIS**

WHEREAS, pursuant to Section 3-130 of the Home Rule Charter of the City of New Orleans, the New Orleans City Council ("the Council") exercises powers of supervision, regulation, and control over electric and gas utilities providing service in the City; and

WHEREAS, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council has selected consulting firms as advisors, in accordance with the competitive selection process required by the Home Rule Charter and established by Council Rule 45; and

WHEREAS, by Motion M-04-803, after competitive selection, the Council authorized retention of the Law Firm of Sullivan & Worcester, LLP to continue to act as special counsel to the Council in electric and gas utility regulatory matters; and

WHEREAS, by Motion M-04-803 and the terms of the Request For Qualifications issued on June 11, 2004, the Council is authorized to renew and extend its existing contract with the Law Firm of Sullivan & Worcester LLP to act as special counsel to the Council in electric and gas utility regulatory matters; and

WHEREAS, by Motion M-04-803 the Council further authorized negotiation of contracts with a scope of work consistent with the request for qualifications and the Council's electric and gas utility regulatory needs with each of the firms to be retained by the Council; and

WHEREAS, in April 2008, the attorneys at Sullivan & Worcester representing the Council moved their practice to Sonnenschein Nath & Rosenthal LLP (“SNR” or “the former Sullivan & Worcester attorneys”); and

WHEREAS, by Motion M-08-170, the Council assigned the future contractual obligations of these attorneys from Sullivan and Worcester, LLP to Sonnenschein Nath & Rosenthal, LLP in accordance with the assignment provision of Section V of their contract; and

WHEREAS, SNR has continued to provide the Council and New Orleans ratepayers with excellent regulatory advice, legal counsel, and ratepayer protection in matters before the Council, the Federal Energy Regulatory Commission (“FERC”) and local, state and federal courts as evidenced by the many successful and often landmark victories achieved in late 2006 and throughout 2008; and

WHEREAS, over the many months ending with December 2008, SNR has assisted the Council in its extraordinary effort to address the devastation caused by Hurricane Katrina and the levee failures, the worst disaster in U.S. history, and protect New Orleans ratepayers from the potentially unprecedented costs of rebuilding the City’s electricity and gas infrastructure; and

WHEREAS, immediately prior to Hurricane Katrina, Entergy New Orleans (“ENO”) had relatively low utility rates in contrast to the 1980’s and earlier periods when rates in the City were among the highest on the Entergy System; and

WHEREAS, the low rates enjoyed by ENO ratepayers prior to the evacuation of the City were the result of the Council’s June 2003 Global Settlement Agreement which, as of June 2008, has accrued over \$200 million in utility fuel savings for New Orleans ratepayers; and

WHEREAS, despite ENO's significant rate increase requests in June 2006, the former Sullivan & Worcester attorneys carried out the Council's commitment to New Orleans residents that Entergy would not place the financial burden solely on its ratepayers; and

WHEREAS, in October of 2006 (after intense negotiations led by the former Sullivan & Worcester attorneys) the Council, its Advisors, ENO, the Alliance for Affordable Energy and other parties negotiated a landmark Agreement in Principle that reduced the proposed rate hikes to a single-digit percentage and avoided potentially catastrophic rate increases. The Agreement in Principle also provided nearly three and one-half years of rate stability and required ENO to provide the City with a low-cost power supply contract specifically designed to reduce its dependence on the high-cost Michoud plant during high-demand summer months; and

WHEREAS, the former Sullivan & Worcester attorneys negotiated a \$75 million reduction of ENO's request to create a \$150 million storm reserve to allow ENO to build a cushion that could be used in the event of another major disaster but still attract investment. By spreading out a smaller \$75 million storm reserve over a ten-year period, the former Sullivan & Worcester attorneys successfully negotiated protection against future catastrophic storm events while easing the financial impact on ratepayers; and

WHEREAS, on October 27, 2006, the Council adopted Resolution R-06-459 approving the Agreement in Principle, which also included two other significant provisions: (1) that ENO would file a plan of reconstruction for its damaged gas system with the Council by July 1, 2007 and (2) that ENO would file a Base Rate case on or before July 31, 2008; and

WHEREAS, the former Sullivan & Worcester attorneys advised the Council to certify ENO's storm costs and the Louisiana Recovery Authority's disbursement of almost \$200 million in CDBG funds thereby ensuring ENO's substantial storm cost recovery without the need to further burden New Orleans ratepayers; and

WHEREAS, due, in part, to ENO's receipt of CDBG funding, on Tuesday, May 8, 2007, roughly a year and a half after Hurricanes Katrina and Rita ravaged the Gulf Coast and the levees failed, a federal judge's ruling cleared the final hurdle for ENO to emerge from Chapter 11 bankruptcy without imposing the virtually unbearable financial burden on New Orleans ratepayers; and

WHEREAS, the former Sullivan & Worcester attorneys continue to work with the Council and Advisors to ensure that ENO's retail rates, which are currently under review in the rate case proceedings, are just and reasonable such that ENO recovers a rate sufficient to attract investment without over charging retail customers; and

WHEREAS, SNR countered an attempt by Entergy to undo the System Agreement in a manner that would be harmful to New Orleans ratepayers, which will likely result in a FERC proceeding. SNR continues to work with the Council and Advisors to ensure that the Entergy corporate family does not modify or replace the System Agreement to the detriment of ENO and its rate payers regarding cost, access to reliable and reasonably-priced generation, transmission and distribution facilities; and

WHEREAS, while working diligently to protect ratepayers, SNR continued to address the many traditional regulatory issues that are necessary to protect ratepayers and to ensure quality utility service at just and reasonable rates. Among the other regulatory successes in 2008 that SNR helped deliver on the Council's behalf were:

1. Taking the lead in coordinating the Council-initiated facilitated collaborative process designed to reach a consensus on a set of energy efficiency initiatives. A wide range of constituencies participated in the meetings, including low-income residents and others vulnerable to rising energy costs, the Mayor's Office of Recovery Management and activists and experts committed to promoting progressive energy policies for New Orleans. The result of that process was the development of an Energy Smart Plan concept that includes (1) community education; (2) technical diagnostics and delivery of energy-efficiency measures to thousands of homes and small businesses; (3) weatherization of hundreds of low-income homes annually over the program's life; (4) the development of a real-time energy use monitoring pilot program to study the effectiveness of real-time monitoring in reducing energy consumption; and (5) an Energy Information and Training Program for large commercial and industrial consumers;
2. The investigation, review and analysis of pleadings, documents and other materials which raised serious Council concerns regarding the threat to New Orleans ratepayers due to the Entergy System's apparent plans to develop a successor System Agreement that would fundamentally alter the concept of integrated planning and operation of the Entergy System;
3. The Base Rate case that ENO was required to file on July 31, 2008 pursuant to the 2006 Agreement in Principle;

4. The implementation of a viable, appropriately-sized, and results-driven energy efficiency program consistent with national “best practices” for programs, administration and funding as a central component of a comprehensive energy policy for the city;
5. The continued consideration of an Incremental Cost Standard designed to ensure the elimination of double recovery of storm costs by ENO;
6. The investigation of the impact of planned procurement and construction of new high-cost Nuclear Generation capacity on the City and its ratepayers;
7. The facilitation of ENO’s efforts to sell the excess power that resulted from the evacuation of the City during Hurricane Gustav;
8. The urging of an amendment to the Stafford Act by the Council through meetings with Members of Congress and communications with Congressional offices;
9. The continued encouragement of the Louisiana Congressional delegation to protect LIHEAP funding against proposed reductions;
10. The continued investigation regarding the impact of ENO’s long-term and short-term power supply and power planning process on New Orleans ratepayers;
11. The continued defense of the Council’s ratemaking authority, which has been challenged in the *Lowenburg* litigation;
12. The continued defense of the Council’s ratemaking authority, which has been challenged in the *Gordon* Appeal;
13. The review of ENO’s proposed Voluntary Green Power Tariff that would allow ratepayers who choose to support renewable energy resources -- such as solar,

wind, geothermal, biomass or hydropower -- to purchase certified renewable energy credits associated with such Green Power production. Following a thorough investigation, the Advisors recommended that the Council not move forward with the program as proposed by ENO; and

WHEREAS, in addition to the very full set of local issues and matters, SNR has also been active addressing an increasing number of proceedings before the FERC. The proceedings include litigated hearings involving complex issues that potentially have significantly dire impacts on the Council's ability to exercise its Home Rule Charter obligations to ensure just and reasonable rates without encroachment from FERC as well as major cost issues that could increase rates for New Orleans ratepayers; and

WHEREAS, in 2008 SNR's federal trial team participated in the following cases before the FERC, each of which will continue into 2009: (1) 2007 Annual Bandwidth Remedy Proceeding, Docket No. ER07-956-000; (2) Labor Ratios Proceeding, Docket No. ER07-682-000; (3) 2008 Annual Bandwidth Remedy Proceeding, Docket No. ER08-1056-000; (4) LPSC Complaint, Docket No. EL08-51-000; (5) Emergency MSS-4 Waivers, Docket No. ER08-1484; (6) MSS-3 Amendment, Docket No. ER08-774-000; (7) Rough Production Cost Proceeding, EL01-88-000; (8) Interruptible Load Proceeding, Docket No. EL00-66-000; (9) NRG Complaint, Docket No. EL08-7-000; (10) MSS-3 Amendment, Docket No. ER08-927-000; (11) Entergy Operating Companies Triennial Update, Docket Nos. ER91-569-043, ER02-862-011 and ER01-666-011; and (12) AECC Complaint, Docket No. EL08-91-000; and

WHEREAS, SNR successfully represented the Council as an intervener in a major case on appeal before the United States Court of Appeals for the D.C. Circuit ("D.C. Circuit") in 2008. In the *Rough Production Cost Equalization Case*, Case No. 05-1462, which was an appeal

of the FERC orders implementing the "Bandwidth Remedy," SNR continued to protect New Orleans ratepayers by ensuring no single jurisdiction bore a disproportionate share of Entergy System production costs. To this end, the Council successfully argued that the costs of Entergy Louisiana LLC's ("ELL") Vidalia plant should not be allocated to New Orleans ratepayers. This case is presently before the FERC (via Court remand) awaiting a decision as to whether refunds should be granted; and

WHEREAS, SNR represents the Council as an intervener in another major case on appeal before the D.C. Circuit, which will continue into 2009. This proceeding involves the appeal of FERC orders approved in the Power Purchase Agreements Proceeding in Docket No. ER03-583, *et al.* Oral argument was held in November, and we are now awaiting an order from the Court. SNR is also representing the Council as an intervener in appeals of FERC orders involving the Interruptible Load Proceeding, Case No. 08-1363, and Entergy Services, Inc.'s compliance filing in the Bandwidth Remedy Proceeding, Case No. ER07-1228; and

WHEREAS, as calendar year 2009 begins, the Council is committed to move forward with numerous issues and cases, both local and before FERC, such as:

1. Continue investigating ENO's application to change base rates wherein ENO has requested a decrease in electric rates but an increase in gas retail rates, including drafting testimony, negotiating settlement and participating in hearings (if necessary);
2. Within the context of the ENO rate case, ensure the removal of the Grand Gulf non-fuel capacity costs from the Fuel Adjustment Charge ("FAC") mechanism so as to restore the FAC to its pre-Katrina levels;
3. Finalize the "Energy Smart New Orleans" proposal and, if approved, begin its

implementation -- including the development of a viable funding mechanism that will not be overly burdensome on ratepayers, the preparation of a request for proposals from potential contractors to serve as the Third-Party Administrator that will implement "Energy Smart", the development of appropriate performance evaluation criteria for the specific programs and for the administrator to ensure that ratepayers receive real energy savings at a reasonable cost and the development of an effective implementation mechanism to ensure the swift, cost-effective and efficient delivery of energy to New Orleans ratepayers;

4. Continue to zealously advocate on behalf of the Council and New Orleans ratepayers in response to Entergy's attempts to modify or replace the Entergy System Agreement in a manner that would be harmful to ENO and its rate payers;
5. Continue the review of the Council's Integrated Resource Plan rulemaking and implement an appropriate process to ensure that future new electric generation additions by Entergy include a viable analysis of demand-side and other conservation efforts, such as energy efficiency, so that the total cost of meeting future electric demand is as low as possible;
6. Continue monitoring developments on Entergy's electric transmission system and working with Entergy's Independent Coordinator of Transmission ("ICT") and FERC to ensure that adequate transmission upgrades are made and that the cost of those upgrades are properly allocated to the appropriate transmission users and other stakeholders;
7. Continue analyzing the 2008 Bandwidth Remedy payments for ENO and ELL -- Algiers customers;

8. Continue to defend the Council's ratemaking authority, which has been challenged in the *Lowenburg* litigation;
9. Continue to defend the Council's ratemaking authority, which has been challenged in the *Gordon Appeal*;
10. Continue investigating the impact of ELL's and Entergy Gulf States, Inc.'s ("EGSI") potential procurement and construction of new high-cost nuclear generation capacity on the City and its ratepayers;
11. Ensure that ENO's Annual Natural Gas Hedging Program meets the goal of mitigating natural gas price volatility during the winter months and protects ratepayers interests;
12. Continue monitoring the implementation of ENO's plans to refurbish its damaged natural gas infrastructure and evaluate the rate impact that rebuilding the natural gas system will have on ratepayers;
13. Monitor ENO's Quarterly Reports filed on its gas storage program and ensure that ENO's gas storage program inures to the benefit of City ratepayers;
14. Continue the effort to amend the Stafford Act to provide additional protections to ratepayers when faced with a catastrophic disaster in the future; and

WHEREAS, in approving these contract extensions and amendments, the New Orleans City Council is conscious of its responsibility to pursue its regulatory responsibility over gas and electric utilities in a cost-effective manner which nonetheless does not compromise the interests of ratepayers in the high-stakes proceedings and others matters that the Council must address on behalf of the City and its ratepayers; and

WHEREAS, prior to the commencement of the 2009 RFQ process the Council fully intends to undertake a thorough analysis of the allocation of its utility regulation resources to ensure that these resources are used in a cost-effective manner that protects the interests of rate payers; and

WHEREAS, the Council will evaluate and incorporate recommendations of such analysis into the 2009 RFQ process, as appropriate; and

WHEREAS, given the continuing needs of this Council relative to its regulatory responsibility the Council desires to authorize an appropriate contract and/or contract amendment(s) with the Law Firm of Sonnenschein Nath & Rosenthal LLP to assist in meeting the Council's regulatory responsibility to the City and its ratepayers; now, therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the President of the Council is hereby requested and authorized to sign a contract amendment with the Law Firm of Sonnenschein Nath & Rosenthal LLP extending the contract through 2009 and increasing the maximum compensation under such contract up to \$3,300,000.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the contract amendment shall add a statement that pursuant to Chapter 2, Article XVIII, of the City Code relative to the office of Inspector General that the contractor understands and will abide by all provisions of that Chapter.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the contract amendment shall reflect revised firm hourly billing rates effective as of 2009, as follows:

Partners and Senior Managing Directors up to	\$495.00 per hour
Counsel and Of Counsel up to	\$450.00 per hour

Associates and
Managing Directors up to \$350.00 per hour

Other Professionals up to \$150.00 per hour

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that such contract may include provisions allowing the option of direct payment of invoices by utilities regulated by the Council pursuant to Section 3-130 of the Home Rule Charter, provided such payments have been approved by the City, after the City's review and forwarding of such invoices for payment, and further that such invoices, if paid the by the City, would be reimbursable by such utility pursuant to Section 3-130 (5) of the Home Rule charter. Such payments shall be recoverable as a regulatory expense by such utility in the same manner as reimbursements to the City for such payments.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the contract and/or contract amendment(s) shall be circulated in accordance with normal process and the City Council Rules.

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

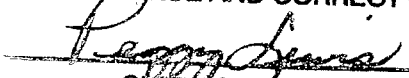
YEAS: Carter, Clarkson, Fielkow, Midura, Willard-Lewis - 5

NAYS: 0

ABSENT: Head, Hedge-Morrell - 2

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY


CLERK OF COUNCIL

**MOTION
(AS CORRECTED)
M-08-453**

Substitute this copy for
one previously issued.

CITY HALL: AUGUST 7, 2008

**BY: COUNCILMEMBERS MIDURA, CARTER, HEDGE-MORRELL AND
WILLARD-LEWIS**

WHEREAS, pursuant to Section 3-130 of the Home Rule Charter of the City of New Orleans, the New Orleans City Council exercises powers of supervision, regulation, and control over electric and gas utilities providing service in the City; and

WHEREAS, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council has selected consulting firms as advisors, in accordance with the competitive selection process required by the Home Rule Charter and established by Council Rule 45; and

WHEREAS, on May 6, 2004, the City Council adopted Motion M-04-301, determining that highly qualified and experienced legal, technical, and engineering professional regulatory advisors are needed by the Council and directing the Council staff to issue a Requests for Qualifications ("RFQ") to begin the competitive selection process established by Council Rule 45; and

WHEREAS, a Request for Qualifications relative to electric and natural gas regulatory services was issued on June 11, 2004; and

WHEREAS, the City Council's Request For Qualifications issued on June 11, 2004 specified that the Council could renew its proposed contracts for additional periods of up to five years, assuming continuing need for the services and mutual satisfaction ;and

WHEREAS, by Motion M-04-803, after competitive selection, the Council authorized the firms of Sullivan J. Worcester, LLP; Bruno & Tervalon; and Paillet, Meunier and LeBlanc, LLP be retained to provide electric and/or natural gas regulatory services for a period of up to five years; and

WHEREAS, by Motion M-08-170 the City Council ratified and approved the assignment of its contract with the firm of Sullivan and Worcester, LLP to the firm of Sonnenschein, Nath and Rosenthal, LLP effective March 27, 2 008; and

WHEREAS, the initial contracts for each of the firms named in the preceding two paragraphs inadvertently suggested that the Council could extend those contracts for a period of less than the total of five years specifically authorized by the Request for Qualifications and the City Council's Motion authorizing retention of those firms; and

WHEREAS, the City Council desires to clarify any ambiguity relative to the period for which the contracts with those firms may be extended by authorizing specific contract amendments to conform with its original Request for Qualifications and Motion M-04-803; and

WHEREAS, as a result of the important work related to establishing a new forward-looking energy policy in New Orleans including the development of a framework for the Energy Smart Program, Sonnenschein, Nath and Rosenthal, LLP will incur additional costs, unanticipated at the beginning of this year; and

WHEREAS, the Council wishes to provide additional funds for the contract of Sonnenschein, Nath and Rosenthal, LLP and has the required budgeted funds to provide for the required increase; now, therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS That the President of the Council is hereby requested and authorized to sign a contract amendment with each of the firms Sonnenschein, Nath & Rosenthal, LLP; Bruno & Tervalon; and Paillet, Meunier & LeBlanc, LLP amending Section XIII of each of those agreements, originally effective January 1, 2005, to provide specifically that each such contract may be extended annually for a period of up to five years from the original date of each contract.

BE IT FURTHER MOVED that the President of the Council is hereby requested and authorizes to sign a contract amendment with the firm of Sonnenschein, Nath and Rosenthal, LLP increasing the maximum compensation of that firm's contract, assigned from Sullivan and Worcester, LLP, by \$130,000.00.

BE IT FURTHER MOVED that the contract amendments authorized herein shall be circulated in accordance with normal process and City Council Rules

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

YEAS: Carter, Clarkson, Fielkow, Midura, Willard-Lewis - 5

NAYS: 0

ABSENT: Head, Hedge-Morrell - 2

AND THE MOTION WAS ADOPTED.

THE COUNCIL OF THE CITY OF NEW ORLEANS
ROSEMARY M. WILSON, Mayor
Deborah D. Cannon, President
2005

**MOTION
M-08-170**

CITY HALL: April 3, 2008

**BY: COUNCILMEMBERS MIDURA, CARTER, HEDGECOCK, WORRELL, AND
WILLARD-LEWIS**

WHEREAS, pursuant to Section 3-130 of the Home Rule Charter of the City of New Orleans, the New Orleans City Council exercises powers of supervision, regulation, and control over electric and gas utilities providing service in the City; and

WHEREAS, since before 1985, when voters returned utility regulatory authority to the City Council, Clinton A. Vince together with a team of energy attorneys has represented the New Orleans City Council in critical FERC litigation and as regulatory counsel to the New Orleans City Council; and

WHEREAS, Clinton A. Vince and his team of regulatory attorneys have recently moved from the firm of Sullivan and Worcester, LLP to the new firm of Sonnenschein, Nath & Rosenthal, LLP; and

WHEREAS, the members of the City Council have requested that the future contractual obligations of Sullivan and Worcester, LLP be assigned by that firm to Sonnenschein, Nath & Rosenthal, LLP in accordance with the assignment provision of Section V of their contract; and

WHEREAS, the City Council has received formal notification from Sullivan & Worcester, LLP that the requested assignment has taken place effective March 27, 2008, and that Sonnenschein, Nath & Rosenthal, LLP has accepted that assignment of future contractual duties with the City Council; now, therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the New Orleans City Council hereby ratifies its prior written approval of the assignment of its contract with the firm of Sullivan & Worcester, LLP to the firm of Sonnenschein, Nath & Rosenthal, LLP effective March 27, 2008 pursuant to Section V of that contract.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the law firm of Sonnenschein, Nath & Rosenthal, LLP is hereby appointed Special Counsel to the New Orleans City Council effective March 27, 2008.

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, Willard-Lewis - 6

NAYS: 0

ABSENT: Hedge-Morrell (Temporarily Out of Chamber) - 1

AND THE MOTION WAS ADOPTED.

G:\CCUTIL\MOTIONS2008\08-

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY

Peggy Lewis, CLC
CLERK OF COUNCIL