

1                   **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**

2                                   **THE CITY OF NEW ORLEANS**

3   **AND**

4   **BRUNO AND TERVALON**

5                   **THIS AGREEMENT** is made and entered into as of the 1st day of January 2005 by and  
6 between the Council of the City of New Orleans, represented by Eddie L. Sapir, President of the  
7 Council (hereinafter referred to as "City") and the firm of **Bruno and Tervalon** (hereinafter  
8 referred to as "Contractor").

9   **WITNESSETH**

10                   **WHEREAS**, to address the complex legal and technical issues necessary to properly meet  
11 its responsibility, the Council has selected Bruno and Tervalon in accordance with the competitive  
12 selection process required by the Home Rule Charter; and

13                   **WHEREAS**, pursuant to Rule 45, the City Council adopted Motion M-04-301, directing  
14 the Council staff to issue a Request for Qualifications to initiate a competitive selection process  
15 to obtain consultants with expertise essential to assisting the Council in effectuating its regulatory  
16 authority over electric and gas utilities in New Orleans; and

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

19                   **WHEREAS**, responses to the Request for Qualifications were reviewed by the Staff  
20 Selection Review Committee and on August 10, 2004, the Council Utilities Committee  
21 interviewed the finalists in the competitive selection process and made a recommendation to the

1 Council; and

2           **WHEREAS**, by Motion M-04-803 City Council approved the recommendation of the  
3 Council Utilities Committee that the firm of Bruno and Tervalon be retained to provide utility  
4 consulting services in the area of the Council’s electric and gas regulatory responsibility; and

5           **WHEREAS**, the Council by Motion M-05-100 authorized the President of the Council  
6 to sign a professional service contract with the firm of Bruno and Tervalon for the contract  
7 amount as specified herein; and

8           **WHEREAS**, the firm of Bruno and Tervalon is herein represented by Michael B. Bruno,  
9 Managing Partner as authorized by letter to enter into agreement on behalf of the firm of Bruno  
10 and Tervalon;

11           **NOW, THEREFORE**, the City of New Orleans and the firm of Bruno and Tervalon for  
12 the consideration, and under conditions set forth, do agree as follows:

13           **I.       SCOPE OF SERVICES:**

14           **A.   Contractor Agrees To:**

15                   Provide accounting, analytical, audit and management advisory services to the  
16                   Council as necessary in local, state and federal regulatory and legislative matters  
17                   in respect to the electric and natural gas utilities and suppliers providing services  
18                   in New Orleans, including but not limited to Entergy, its unregulated subsidiaries  
19                   and its regulated operating subsidiaries; Entergy Louisiana, Inc; and Entergy New  
20                   Orleans, Inc.; as may be required from time to time by the City Council, and its  
21                   staff.

22           **B.   The City Agrees To:**

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1. Provide contract administration through the City Council Utilities Regulatory Office.
2. Provide access to records, documents and other information as may be required. Additional support and information may be directed to the Council Utilities Regulatory Office.

**II. COMPENSATION:**

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

Partners	up to \$180.00
Managers	up to \$150.00
Other Professionals	up to \$100.00
Support Staff	up to \$45.00

The compensation to be paid to the firm of Bruno and Tervalon for such services shall not exceed Two Hundred Thousand Dollars (\$200,000.00). If there are any necessary and ordinary expenses attached to the work of the firm of Bruno and Tervalon these expenses, in addition to the fees outlined above, shall be reimbursable by the City but the total amount of such expenses and fees shall not exceed Two Hundred Thousand Dollars (\$200,000.00). The firm of Bruno and Tervalon shall submit to the City a detailed monthly invoice for payment of services provided. This agreement is contingent upon the appropriation and allocation of funds by the City of New Orleans.

**III. PAYMENT:**

1 Payment under this agreement shall be made pursuant to detailed monthly invoices  
2 submitted by the firm, subject to review and approval by the City for payment.  
3 Upon authorization through the City Council Utilities Regulatory Office such  
4 invoices may be submitted to the Finance Department for payment by the City or,  
5 alternatively, when such invoices would be reimbursable by a utility subject to  
6 regulation under Section 3-130 of the Home Rule Charter and reimbursable  
7 pursuant to Section 3-130 (5) of the Home Rule Charter, the City Council  
8 Utilities Regulatory Office may submit such invoices for payment to such  
9 regulated utility company. Payments in the name of the firm under this provision  
10 shall then be sent to the Council Utilities Regulatory Office which shall  
11 immediately forward such authorized payment to the firm. The Council Utilities  
12 Regulatory Office shall maintain records of such payments which shall be public  
13 records and shall also forward copies of such records as required to the CAO and  
14 Department of Finance. Such payments, when made by such utility company  
15 through the City Council's Utilities Regulatory Office shall fully discharge the  
16 City's obligation for such payment under this contract and be included in and  
17 applied to the maximum compensation limits of this contract. Pursuant to Motion  
18 M-05-96 such payments shall be recoverable as regulatory expense by such utility  
19 in the same manner as reimbursements to the City for such payments pursuant to  
20 Section 3-130 (5) of the Home Rule Charter.

21 **IV. EQUAL EMPLOYMENT OPPORTUNITY:**

22 In all hiring or employment made possible by or resulting from this

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

16 **V. ASSIGNABILITY:**

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

20 **VI. CONFLICT OF INTEREST:**

21 In the interest of ensuring that efforts of the Contractor do not conflict  
22 with the interest of the City, and in recognition of Contractor's

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

10 **VII. INDEMNIFICATION:**

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

22

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

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

12 **IX. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT**  
13 **COMPENSATION COVERAGE:**

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

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

- 1 B. Service(s) to be rendered by the Contractor are outside
- 2 the normal course and scope of the City's usual business;
- 3 and
- 4 C. The Contractor has been independently engaged in
- 5 performing services listed herein prior to the date of this
- 6 contract.

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

11 **X. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS:**

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

16 **XI. JURISDICTION:**

17 The undersigned Contractor does further hereby consent and yield to the  
18 jurisdiction of the State Civil Courts of the Parish of Orleans and does hereby  
19 formally waive any pleas of jurisdiction on account of residence elsewhere of the  
20 undersigned Contractor.

21 **XII. DURATION OF AGREEMENT:**

22 The services to be provided under the terms of this Agreement shall begin  
23 on January 1, 2005 and shall end no later than December 31, 2005. It is

1 understood and acknowledged by all signators to this Agreement that  
2 work described under these terms is to be accomplished during the time  
3 period specified herein. The terms, conditions and duration of this  
4 contract may be modified by an executed, written amendment to this  
5 contract.

6 **XIII. EXTENSION:**

7 This agreement may be extended at the option of the City, provided that funds are  
8 allocated by the Council of the City of New Orleans and the extensions of the  
9 agreement facilitates the continuity of services provided herein. This agreement  
10 may be extended by the City on an annual basis for no longer than two additional  
11 one year periods.

12 **XIV. CANCELLATION:**

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

17 **XV. SOLICITATION:**

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

1        **XVI.        SEVERABILITY:**

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

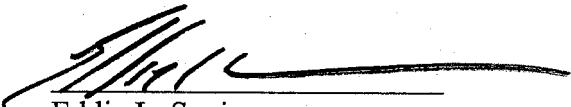
7                    For the consideration and under the conditions set forth above, the Contractor has  
8                    agreed to perform the specified services for the City of New Orleans.

9        **IN WITNESS WHEREOF:**

10       **ATTEST**

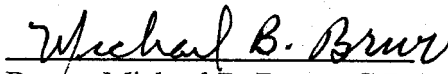
CITY OF NEW ORLEANS

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Eddie L. Sapir  
City Council President

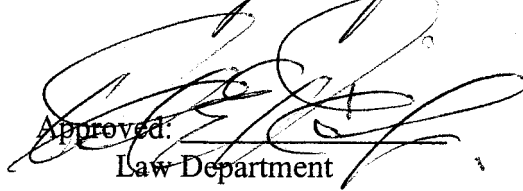
Bruno and Tervalon

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By: Michael B. Bruno, C.P.A.  
Managing Partner

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4298 Elysian Fields  
New Orleans, LA 70122

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29 Approved:   
30 Law Department

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**AMENDMENT**

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**BRUNO AND TERVALON**

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of January 2008 by and between the Council of the City of New Orleans, represented by Arnie Fielkow, President of the Council (hereinafter referred to as "City") and the firm of Bruno and Tervalon (hereinafter referred to as "Contractor").

**WITNESSETH**

**WHEREAS**, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council has selected Bruno and Tervalon in accordance with the competitive selection process required by the Home Rule Charter; and

**WHEREAS**, pursuant to Motions M-04-803 the City Council approved the recommendation of the Council Utilities Committee that the firm of Bruno and Tervalon be retained to provide utility consulting services in the area of the Council's electric and gas regulatory responsibility; and

**WHEREAS**, the Council desires to authorize a contract amendment and extension with Bruno and Tervalon to assist in meeting the Council's regulatory responsibility to the City and its ratepayers; and




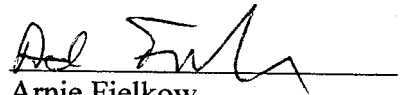
- 1           2.     To change the termination date of the agreement by deleting the date, "December  
2                   31, 2007" on line 23 of page 8 of 10 and inserting in lieu thereof the date  
3                   "December 31, 2008".
- 4           3.     It is further agreed that the agreement is hereby amended to provide as follows:  
5                   "Pursuant to Chapter 2, Article XVIII of the City Code relative to the Office of  
6                   Inspector General, the contractor understands and will abide by all provisions of  
7                   Chapter 2 of the City Code."

8     **IN WITNESS WHEREOF:**

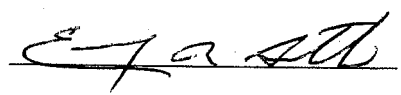
9     ATTEST

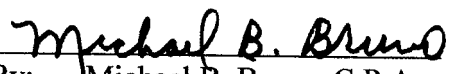
CITY COUNCIL

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Arnie Fielkow  
City Council President

Bruno and Tervalon

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By: Michael B. Bruno, C.P.A.

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Managing Partner  
4298 Elysian Fields  
New Orleans, LA 70122

19     Approved:   
20                   Law Department

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Federal ID Number

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**AMENDMENT**

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**BRUNO AND TERVALON**

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of January 2007 by and between the Council of the City of New Orleans, represented by Oliver M. Thomas, Jr. President of the Council (hereinafter referred to as "City") and the firm of Bruno and Tervalon (hereinafter referred to as "Contractor").

**WITNESSETH**

**WHEREAS**, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council has selected Bruno and Tervalon in accordance with the competitive selection process required by the Home Rule Charter; and

**WHEREAS**, pursuant to Motions M-04-803 the City Council approved the recommendation of the Council Utilities Committee that the firm of Bruno and Tervalon be retained to provide utility consulting services in the area of the Council's electric and gas regulatory responsibility; and

**WHEREAS**, the Council desires to authorize a contract amendment and extension with Bruno and Tervalon to assist in meeting the Council's regulatory responsibility to the City and its ratepayers; and

1           **WHEREAS**, by Motion M-07-103 the President of the Council is hereby authorized to  
2 sign a contract amendment with Bruno and Tervalon extending the contract through 2007 and  
3 increasing the maximum compensation under such contract; now, therefore

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

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


- 7           1.     To increase the maximum compensable payable under the terms of this  
8 agreement by Two Hundred Fifty Thousand Dollars (\$250,000.00) thereby  
9 increasing the amount of lines 14 and 18 of page 3 of 10 of the Agreement dated  
10 January 1, 2005 for the firm of Bruno and Tervalon. The maximum  
11 compensation to be paid to the firm of Bruno and Tervalon shall not exceed  
12 Seven Hundred Fifty Thousand Dollars (750,000.00). If there are any necessary  
13 and ordinary expenses attached to the work of the firm of Bruno and Tervalon,  
14 these expenses in addition to the fees outlined above, shall be reimbursable by the  
15 City but the total amount of such expenses and fees shall not exceed Seven  
16 Hundred Fifty Thousand Dollars (750,000.00)

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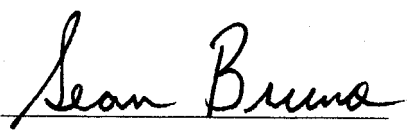
2. To change the termination date of the agreement by deleting the date, "December 31, 2006" on line 23 of page 8 of 10 and inserting in lieu thereof the date "December 31, 2007".

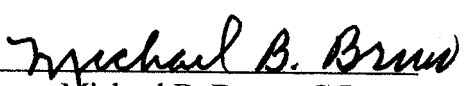
**IN WITNESS WHEREOF:  
ATTEST**

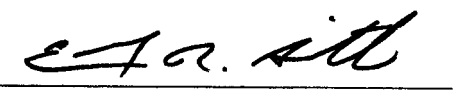
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**CITY COUNCIL**  
  
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Oliver M. Thomas, Jr.  
City Council President

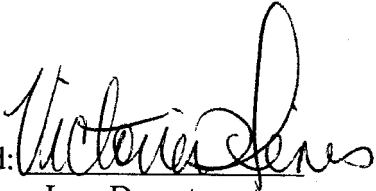
Bruno and Tervalon

  
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Sean Bruno

  
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By: Michael B. Bruno, C.P.A.

  
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Michael B. Bruno, C.P.A.

Managing Partner  
4298 Elysian Fields  
New Orleans, LA 70122

Approved:   
\_\_\_\_\_  
Victoria Jones  
Law Department

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Federal ID Number

AMENDMENT

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2                   **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**  
3                   **THE CITY OF NEW ORLEANS**  
4                   **AND**  
5                   **BRUNO AND TERVALON**

6           **THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of  
7 January 2006 by and between the Council of the City of New  
8 Orleans, represented by Oliver M. Thomas, Jr. President of the  
9 Council (hereinafter referred to as "City") and the firm of  
10 Bruno and Tervalon (hereinafter referred to as "Contractor").

11                                   WITNESSETH

12           **WHEREAS**, to address the complex legal and technical  
13 issues necessary to properly meet its responsibility, the  
14 Council has selected Bruno and Tervalon in accordance with the  
15 competitive selection process required by the Home Rule Charter;  
16 and

17           **WHEREAS**, pursuant to Motions M-04-803 the City Council  
18 approved the recommendation of the Council Utilities Committee  
19 that the firm of Bruno and Tervalon be retained to provide  
20 utility consulting services in the area of the Council's  
21 electric and gas regulatory responsibility; and

22           **WHEREAS**, the Council desires to authorize a contract

1 amendment and extension with Bruno and Tervalon to assist in  
2 meeting the Council's regulatory responsibility to the City and  
3 its ratepayers; and

4 **WHEREAS**, by Motion M-06-38 the President of the Council is  
5 hereby authorized to sign a contract amendment with Bruno and  
6 Tervalon extending the contract through 2006 and increasing the  
7 maximum compensation under such contract; now, therefore

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

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

- 12 1. To increase the maximum compensable payable under the  
13 terms of this agreement by Three Hundred Thousand  
14 Dollars (\$300,000.00) thereby increasing the amount of  
15 lines 14 and 18 of page 3 of 10 of the Agreement dated  
16 January 1, 2005 for the firm of Bruno and Tervalon.  
17 The maximum compensation to be paid to the firm of  
18 Bruno and Tervalon shall not exceed Five Hundred  
19 Thousand Dollars (500,000.00). If there are any  
20 necessary and ordinary expenses attached to the work  
21 of the firm of Bruno and Tervalon, these expenses in  
22 addition to the fees outlined above, shall be  
23 reimbursable by the City but the total amount of such  
24 expenses and fees shall not exceed Five Hundred

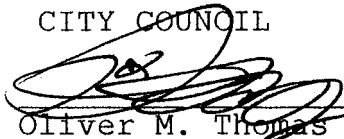
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Thousand dollars (\$500,000.00).

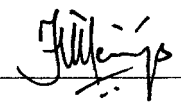
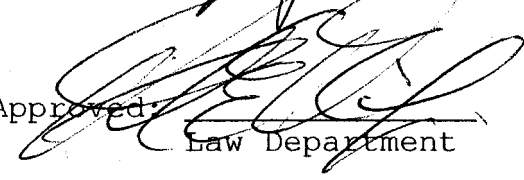
- 2. To change the termination date of the agreement by deleting the date, "December 31, 2005" on line 23 of page 8 of 10 and inserting in lieu thereof the date "December 31, 2006".

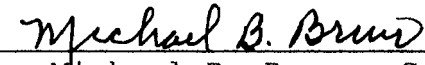
**IN WITNESS WHEREOF:**  
ATTEST

CITY COUNCIL

  
 \_\_\_\_\_  
 Oliver M. Thomas, Jr.  
 City Council President

Bruno and Tervalon

  
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 Willie E. Ragan  
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 Approved:   
 \_\_\_\_\_  
 Law Department

  
 \_\_\_\_\_  
 By: Michael B. Bruno, C.P.A.  
 Managing Partner

4298 Elysian Fields  
New Orleans, LA 70122

72-0877929  
Federal ID Number

**MOTION  
M-08-59**

**CITY HALL: February 7, 2008**

**BY: COUNCILMEMBERS <sup>SMW</sup>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,** by Motion M-04-803, after competitive selection, the City Council authorized retention of the Firm of Bruno and Tervalon to continue to provide consulting services to the City 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 Firm of Bruno and Tervalon to provide consulting services to the City 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**, the Accounting Firm of Bruno and Tervalon assisted the advisors efforts in planning, executing, and reporting to the City Council on the audit of over \$210 million in Entergy New Orleans storm restoration costs incurred through 12/31/06, which was used as the required certification for the receipt of CDBG funds for ratepayer mitigation and as a significant measure allowing ENO to emerge from bankruptcy; and

**WHEREAS**, the Accounting Firm of Bruno and Tervalon provided accounting policy, technical advice, and audit inquiries on various regulatory matters including: tax matters associated with ENO's receipt of CDBG funding, the accounting treatment of ENO's sale of its Market Street property, Service regulation requirements relative to affiliated transactions, proposed rules regarding incremental storm cost recovery, and ENO's recovery credit to ratepayers; and

**WHEREAS**, the Accounting Firm of Bruno and Tervalon continued audit responsibilities regarding ENO's storm costs filings for costs incurred in 2007 and associative tax and incremental revenue requirement impacts; and

**WHEREAS**, the Accounting Firm of Bruno and Tervalon will continue to assist the Council with accounting policy, technical advice, and audit inquiry relative to: ENO accounting practices associated with FERC and local regulatory matters; review of costs allocation and expense sharing methodologies employed by ENO, ESI, and other Operating Companies; and financial analyses relative to the upcoming 2008 ENO Rate Case, to include the development and evaluation of discovery, and the review of the validity and reasonableness of costs assigned to ratepayers.; and

**WHEREAS**, according to the "City of New Orleans Report on Outside Services for the quarter ending December 31, 2007" submitted by Tracie Boutte on January 30, 2008 states that ENO spent \$8,981,436.59 on legal, accounting, and other outside services in addition to their

existing in-house legal, accounting, and other resources; and

**WHEREAS**, according to the "City of New Orleans Report on Outside Services for the quarter ending December 31, 2007" submitted by T. Michael Twomey on January 30, 2008 states that ELL spent \$7,062,130.48 on legal, accounting, and other outside services in addition to their existing in-house legal, accounting, and other resources; 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 which the Council must address on behalf of the City and its ratepayers; and

**WHEREAS**, over the next two years 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 interest of rate payers; and

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

**WHEREAS**, given the immediate needs of this Council relative to its regulatory responsibility the Council desires to authorize an appropriate contract and/or contract amendment(s) with the Firm of Bruno and Tervalon 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 Accounting Firm of Bruno and Tervalon extending the contract through 2008 and increasing the maximum compensation under such contract up to \$250,000.00.

**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 contract understands and will abide by all provisions of that Chapter.

**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:**

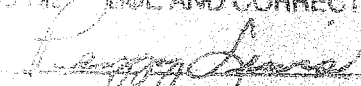
**YEAS:** Carter, Clarkson, Fielkow, Head, Hedge-Morrell, Midura, Willard-Lewis - 7

**NAYS:** 0

**ABSENT:** 0

**AND THE MOTION WAS ADOPTED.**

G:\CCUTIL\MOTIONS 2008\08-bruno

THE FOREGOING IS CERTIFIED  
TO BE TRUE AND CORRECT COPY  
  
CLERK OF COUNCIL