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AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF NEW ORLEANS
AND
JEFFREY S. GULIN

THIS AGREEMENT is made and entered into as of the 18th day of October 2012, by and between the City of New Orleans, herein represented by Stacy Head, President of the Council (hereinafter referred to as "City"), acting on behalf of the City Council, and Jeffrey S. Gulin (hereinafter sometimes referred to as "Contractor").

WITNESSETH

WHEREAS, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council requires the services of a hearing officer to supervise ongoing proceedings in the Council's Utility Dockets; and

WHEREAS, the Council desires to authorize appropriate contract amendment with Jeffrey S. Gulin to assist in meeting Council's regulatory responsibility to the City and its ratepayers; and

WHEREAS, by Motion M-12-394 adopted on October 18, 2012, the President of the Council is hereby authorized to sign a contract amendment with Jeffrey Gulin increasing the maximum compensation under such contract by Fifteen Thousand Dollars (\$15,000.00), now, therefore

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

THEREFORE, IT IS HEREBY AGREED:

1 1. To increase the maximum compensation payable under the terms of this
2 agreement by "\$15,000.00" thereby increasing the amount on lines 8 and 9 and
3 lines 12 and 13 of page 3 of 11 dated January 1, 2012 for Jeffrey S. Gulin. The
4 maximum compensation for all services including professional hours and
5 expenses shall not exceed Thirty Thousand Dollars (\$30,000.00). If there are any
6 necessary ordinary expenses attached to the work of the Jeffrey S. Gulin, these
7 expenses shall be reimbursable by the City but the total amount of such expenses
8 and fees shall not exceed Thirty Thousand Dollars (\$30,000.00).

9 2. Convicted felon

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

15 3. Non-Solicitation

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

22 4. Inspector General cooperation

23 It is agreed that the contractor or applicant will abide by all provisions of City
24 Code §2-1120, including but not limited to City Code §2-1120(12), which
25 requires the contractor to provide the Office of Inspector General with documents

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

5 5. Ownership Interest

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

16 6. Subcontractor Reporting

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

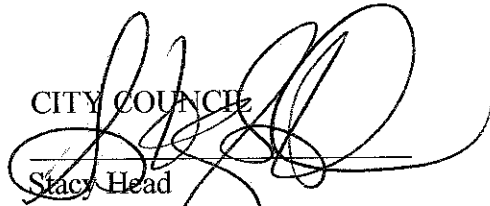
7.

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



4 **IN WITNESS WHEREOF:**


5 ATTEST

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CITY COUNCIL

Stacy Head
City Council President

Jeffrey S. Gulin, Esq.

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14 _____


By: Jeffrey S. Gulin, Esq.
Hearing Officer

3302 Bridle Ridge Lane
Lutherville, MD 21093

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16
17 Approved: 
18 Law Department

213-52-9712
Federal ID Number

FORM AND LEGALITY APPROVED:

Law Department, City of New Orleans