

1 **WHEREAS**, responses to the Request for Qualifications were
2 evaluated by the Staff Selection Review Committee and on January
3 15,1999 members of the Council Utility Committee interviewed
4 Jeffrey S. Gulin and made a recommendation to the Council; and

5 **WHEREAS**, by Motion M-99-39 (As Amended) the City Council
6 approved the recommendation of the Council Utility Committee
7 that Jeffrey S. Gulin provide services as presiding officer at
8 Council Regulatory Proceedings; and,

9 **NOW, THEREFORE**, the City of New Orleans and Jeffery S.
10 Gulin for the consideration, and under conditions set forth, do
11 agree as follows:

12 **I. SCOPE OF SERVICES**

13 Contractor Agrees To:

14 Serve as presiding officer in connection with New Orleans
15 City Council regulatory proceedings pursuant to Article III
16 of Chapter 158 of the Code of the City of New Orleans.
17 Assignments of responsibility for proceedings are to be
18 made directly by the City Council or through the Council
19 Utilities Regulatory Office.

20 Services to be performed include, but are not limited to:

21 (1) presiding over and conducting evidentiary

1 administrative hearings; (2) assembling and certifying the
2 evidentiary record in such proceedings to the City Council;
3 (3) administration of oaths and ruling on evidentiary and
4 other matters, as appropriate; and (4) performing such
5 other related duties as may be required pursuant to lawful
6 authority delegated by the City Council or as set forth in
7 the City Code.

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

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

15 **II. COMPENSATION:**

16 The City agrees to pay the Contractor a sum not to
17 exceed \$25,000 for all services required herein, which
18 shall include reimbursement for expenses incurred.
19 The billing rate for professional services shall be
20 \$270.00 per hour

1 **III. Equal Employment Opportunity:**

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

1 without regard to race, color, religion, gender, age,
2 physical or mental disability, national origin, sexual
3 orientation, creed culture, or ancestry.

4 **IV. Assignability:**

5 The Contractor shall not assign any interest in this
6 Contract, and shall not transfer any interest in the
7 same without prior written consent of the City of New
8 Orleans, excepting only corporations which have common
9 ownership and control as that of the Contractor.

10 **V. Conflict of Interest:**

11 In the interest of ensuring that efforts of the
12 Contractor do not conflict with the interest of the
13 City, and in recognition of the contractor's
14 professional responsibility to the City, the
15 contractor agrees to decline any offer of employment
16 if its independent, professional work on behalf of the
17 City is likely to be adversely affected by the
18 acceptance of such employment. The initial
19 determination of such a possibility rests with the
20 Contractor. It is incumbent upon the Contractor to
21 notify the City and provide full disclosure of the

1 possible effects of such employment on the
2 Contractor's independent, professional work in behalf
3 of the City. The final decision on any disputed
4 offers of other employment for the Contractor shall
5 rest with the City.

6 **VI. Indemnification:**

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

1 **VII. Acknowledgment of Exclusion of Worker's Compensation**

2 **Coverage:**

3 The Contractor herein expressly agrees and
4 acknowledges that it is an independent contractor as
5 defined in R. S. 23:1021 (6) and as such, it is
6 expressly agreed and understood between the parties
7 hereto, in entering into this professional services
8 contract, that the City shall not be liable to the
9 Contractor for any benefits or coverage as provided by
10 the Worker's Compensation Law of the State of
11 Louisiana, and further, under the provisions of R. S.
12 23:1034 anyone employed by the Contractor shall not be
13 considered an employee of the City for the purpose of
14 Worker's Compensation Coverage.

15 **VIII Acknowledgment of Exclusion of Unemployment Compensation**

16 **Coverage:**

17 The Contractor herein expressly declares and
18 acknowledges that it is an independent contractor and
19 as such is being hired by the City under this contract
20 of hire as noted and defined in R.S. 23:1472 (E); and,
21 therefore, it is expressly declared and understood

1 between the parties hereto, in entering into this
2 professional services contract or contract for hire,
3 and in connection with unemployment compensation in
4 coverage only, that:

- 5 A. The Contractor has been and will be free from
6 any control or direction by the City, over
7 the performance of the services covered by
8 this contract; and
- 9 B. Service(s) to be rendered by the Contractor
10 are outside the normal course and scope of
11 the City's usual business; and
- 12 C. The Contractor has been independently engaged
13 in performing services listed herein for
14 entities other than the City prior to the
15 date of the Contract.

16 Consequently, neither the Contractor nor anyone employed by
17 the Contractor shall be considered an employee of the City for
18 the purpose of unemployment compensation coverage, the same
19 being hereby expressly waived and excluded by the parties
20 hereto.

1 **IX. Waiver of Sick and Annual Leave Benefits:**

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

8 **X. Duration of Agreement:**

9 The services to be provided under the terms of this
10 agreement shall begin on January 21, 1999 and shall
11 end no later than December 31, 1999. It is understood
12 and acknowledged by all signatures to this agreement
13 that work described under these terms to the extend
14 practicable and under the control of the Contractor is
15 to be accomplished during the time period specified
16 herein, unless and until this instrument is amended,
17 to increase compensation and to extend its duration,
18 at the sole discretion of the City. The terms,
19 conditions and/or duration of this contract may be
20 modified by an executed, written amendment to this
21 contract.

1 **XI. Extension**

2 This agreement may be extended at the option of the City,
3 provided that funds are allocated by the Council of the
4 City of New Orleans and the extension of the agreement
5 facilities the continuity of services provided herein.
6 This agreement may be extended by the City on an annual
7 basis for no longer than two addition one years periods.

8 **XII. Cancellation:**

9 Either party of this contract may terminate the
10 Contract at any time by giving the other written
11 notice of said termination at least thirty (30) days
12 before the date of termination.

13 **XIII. SEVERABILITY:**

14 In the event a Court of competent jurisdictions finds any
15 clause or provisions pertaining to the retention of
16 Contractor invalid, unless said Court expressly states
17 otherwise, said findings shall not affect Contractor's
18 right to continue providing utility-related legal services
19 to the City with respect to any clause or provisions not
20 found to be invalid.

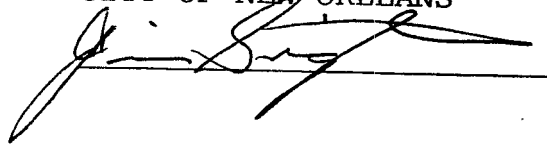
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For the consideration and under the conditions set forth above, Contractor agree to timely perform the specified services for the City of New Orleans at the amount of compensation indicated herein.

IN WITNESS WHEREOF:

ATTEST

CITY OF NEW ORLEANS

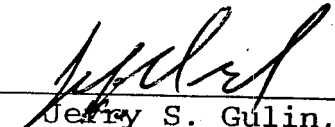


Jim Singleton
City Council President

Corinne Gulin

Jeffrey S. Gulin, Esq.

Marsha Rothstein


By: Jeffrey S. Gulin, Esq.
Hearing Officer

3305 Keyser Road
Baltimore, MD 21208

Approved: 
Law Department

213-52-9712
Federal ID Number

1 AMENDMENT TO

2 AGREEMENT FOR PROFESSIONAL SERVICES

3 BETWEEN

4 THE CITY OF NEW ORLEANS

5 AND

6 JEFFERY S. GULIN

7 THIS AGREEMENT is made and entered into as of the 1st day of
8 January 2000, by and between the City of New Orleans, herein
9 represented by Eddie L. Sapir, President of the Council
10 (hereinafter referred to as "City"), acting on behalf of the
11 City Council, and Jeffery S. Gulin, Esq. (hereinafter sometimes
12 referred to as "Contractor").

13 WITNESSETH

14 WHEREAS, Section 158-432(b) of the Code of the City of New
15 Orleans provides that the Council may appoint a hearing officer
16 to conduct utility regulatory proceedings in accordance with the
17 City Charter and Chapter 158 of the City Code; and

18 WHEREAS, Mr. Jeffery S. Gulin is currently serving as the
19 presiding officer at Council Regulatory Proceedings; and

20 WHEREAS, pursuant to Motion M-98-535 and Motion M-99-39 (As
21 Amended) and the terms of the Requests For Qualifications was
22 issued on August 31, 1999, the Council is authorized to renew
23 and extend its existing contracts with its hearing officer
24 Jeffery S. Gulin; and

1 **WHEREAS**, by Motion M-99-717 The Council approved a contract
2 amendment for Jeffery S. Gulin and authorized the President of
3 the Council to sign a contract amendment for the purpose of
4 increasing the maximum contact amount and to extend the
5 expiration date; now, therefore

6 **WHEREAS**, all parties to the agreements dated January 21,
7 1999 desire to amend the agreement and have the necessary
8 authority to do so.

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

- 10 1. To increase the maximum compensation payable under the
11 terms of this agreement by "\$40,000.00" thereby
12 increasing the amount included on lines 17 of page 3
13 of 11 of the agreement dated January 21, 1999 for
14 Jeffery S. Gulin. The maximum compensation for all
15 services including professional hours and expenses
16 shall not exceed "\$65,000.00". If there are any
17 necessary and ordinary expenses attached to the work
18 of Jeffery S. Gulin, these expenses, shall be
19 reimbursable by the City but the total amount of such
20 expenses and fees shall not exceed "\$65,000.00".

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2. To change the termination date of the agreement by deleting the date, "December 31, 1999", on line 11 of page 9 of 11 and inserting in lieu thereof, the date "December 31, 2000".

IN WITNESS WHEREOF:

ATTEST

Charlisa Carter

Aleson C Price

Jeffery S. Gulin / Edward Gulin
6417 Western Ave Drive
Baltimore MD 21215

CITY COUNCIL

[Signature]

Eddie L. Sapir
City Council President

Jeffery S. Gulin, Esq.

[Signature]
By: Jeffery S. Gulin, Esq.
Hearing Officer

3305 Keyser Road
Baltimore, MD 21206

Approved: [Signature]
Law Department

213-52-9712
Federal ID Number

AMENDMENT TO

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF NEW ORLEANS

AND

JEFFERY S. GULIN

THIS AGREEMENT is made and entered into as of the 1st day of January 2001, by and between the City of New Orleans, herein represented by Jim Singleton, President of the Council (hereinafter referred to as "City"), acting on behalf of the City Council, and Jeffery 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 has selected hearing officer, Jeffrey S. Gulin, in accordance with the competitive selection process required by the Home Rule Charter; and

WHEREAS, pursuant to Motions M-99-535 and M-99-39 (As Amended) and the terms of the Request for Qualifications issued on August 31, 1999, the Council is authorized to renew and extend its existing year 2000 contract amendment with Jeffery S. Gulin for the calendar year 2001; and

WHEREAS, the Council's 2001 contractual services budget

1 will include funds for contract amendments and extensions which
2 will allow the continuation of necessary professional services
3 required for utility regulation in 2001; and

4 **WHEREAS**, the Council desires to authorize a contract
5 amendment and extension with Jeffery S. Gulin to assist in
6 meeting the Council's regulatory responsibility to the City and
7 its ratepayers; and

8 **WHEREAS**, by Motion M-00-784 the President of the Council is
9 hereby authorized to sign a contract amendment with Jeffery S.
10 Gulin extending the contract through 2001 and increasing the
11 maximum compensation under such contract by Twenty-Five Thousand
12 Dollars (\$25,000.00); now, therefore

13 **WHEREAS**, all parties to the agreements dated January 21,
14 1999 desire to amend the agreement and have the necessary
15 authority to do so.

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

- 17 1. To increase the maximum compensation payable under the
18 terms of this agreement by "\$25,000.00" thereby
19 increasing the amount on line 17 of page 3 of 11
20 dated January 21, 1999 for Jeffery S. Gulin. The
21 maximum compensation for all services including
22 professional hours and expenses shall not exceed
23 "\$90,000.00." If there are any necessary ordinary
24 expenses attached to the work of the Jeffrey S. Gulin,
25 these expenses shall be reimbursable by the City but

1 the total amount of such expenses and fees shall not
2 exceed "\$90,000.00".

3 2. To change the termination date of the agreement by
4 deleting the date, " December 31, 2000", line 11 page
5 9 of 11 and inserting in lieu thereof, the date
6 "December 31, 2001".

7 IN WITNESS WHEREOF:

8 ATTEST

CITY COUNCIL

9 Helen J. Bailey

Jim Singleton
10 Jim Singleton
11 City Council President

12 John [unclear]

13 John [unclear]

14 Jeffery S. Gulin, Esq.

15 Lda Gulin

16 By: Jeffery S. Gulin, Esq.
17 Hearing Officer

18 3305 Keyser Road
19 Baltimore, MD 21206

20 Approved: [Signature]
21 Law Department

22 213-52-9712
23 Federal ID Number

1 AMENDMENT TO
 2 AGREEMENT FOR PROFESSIONAL SERVICES
 3 BETWEEN
 4 THE CITY OF NEW ORLEANS
 5 AND
 6 JEFFERY S. GULIN

7 THIS AGREEMENT is made and entered into as of the 1st day of
 8 July 2001, by and between the City of New Orleans, herein
 9 represented by Eddie L. Sapir, President of the Council
 10 (hereinafter referred to as "City"), acting on behalf of the
 11 City Council, and Jeffery S. Gulin (hereinafter sometimes
 12 referred to as "Contractor").

13 WITNESSETH

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

18 WHEREAS, by Motion M-00-784 the Council approved a budget
 19 ceiling for Jeffery S. Gulin that was based on projections made
 20 in 2000 of events and developments to occur in 2001; and

21 WHEREAS, the Council has been informed that due to the
 22 increase in services Jeffery S. Gulin contract is insufficient
 23 to provide for work within the authorized scope of services for
 24 the remainder of the calendar year; and

1 WHEREAS, by Motion M-01-381 adopted on June 7, 2001, the
2 President of the Council is hereby authorized the execution of
3 a contract amendment in relation to the 2000 contract of Jeffery
4 S. Gulin to increase the contract amount by Thirty Thousand
5 Dollars (\$30,000.00) to continue professional assistance on
6 utility matters through calendar year 2001; now, therefore

7 WHEREAS, all parties to the agreements dated January 21,
8 1999 desire to amend the agreement and have the necessary
9 authority to do so.

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

- 11 1. To increase the maximum compensation payable under the
12 terms of this agreement by "\$30,000.00" thereby
13 increasing the amount on line 17 of page 3 of 11
14 dated January 21, 1999 for Jeffery S. Gulin. The
15 maximum compensation for all services including
16 professional hours and expenses shall not exceed
17 "\$120,000.00." If there are any necessary ordinary

1 expenses attached to the work of the Jeffrey S. Gulin,
2 these expenses shall be reimbursable by the City but
3 the total amount of such expenses and fees shall not
4 exceed "\$120,000.00".
5

6 IN WITNESS WHEREOF:

7 ATTEST

CITY COUNCIL

8 [Signature]
9

[Signature]
Eddie L. Sapir
City Council President

10
11 [Signature]
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15 Corinne Gulin
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Jeffery S. Gulin, Esq.

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19 [Signature]
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[Signature]
By: Jeffrey S. Gulin, Esq.
Hearing Officer

3305 Keyser Road
Baltimore, MD 21208

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29 Approved: [Signature]
30 Law Department
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213-52-9712
Federal ID Number

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AMENDMENT TO

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF NEW ORLEANS

AND

JEFFERY S. GULIN

THIS AGREEMENT is made and entered into as of the 1st day of January 1, 2002, by and between the City of New Orleans, herein represented by Eddie L. Sapir, President of the Council (hereinafter referred to as "City"), acting on behalf of the City Council, and Jeffery S. Gulin (hereinafter sometimes referred to as "Contractor").

WITNESSETH

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 a hearing officer in accordance with the competitive selection process required by the Home Rule Charter and established by Council Rule 45; and

WHEREAS, pursuant to Motions M-98-535 and Motion M-99-39 (As Amended) and the terms of the Request For Qualifications was

1 issued on August 31, 1998, the Council is authorized to renew
2 and extend its existing contract with its hearing officer,
3 Jeffrey S. Gulin; and

4 **WHEREAS**, the Council's 2002 contractual services budget
5 includes funds for contract amendments and extensions which will
6 allow the continuation of necessary professional services
7 required for utility regulation in 2002; and

8 **WHEREAS**, the Council desires to authorize a contract
9 amendment and extension with Jeffrey S. Gulin to assist in
10 meeting the Council's regulatory responsibility to the City and
11 its ratepayers; now therefore

12 **WHEREAS**, by Motion M-02-74 the President of the Council is
13 hereby authorized to sign a contract amendment with Jeffrey S.
14 Gulin extending the contract through 2002 and increasing the
15 maximum compensation under such contract by One Hundred Twenty-
16 Five Thousand Dollars (\$125,000.00); now, therefore

17 **WHEREAS**, all parties to the agreements dated January 21,
18 1999 desire to amend the agreement and have the necessary
19 authority to do so.

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

- 21 1. To increase the maximum compensation payable under
22 the terms of this agreement by "\$125,000.00" thereby
23 increasing the amount on line 17 of page 3 of 11
24 dated January 21, 1999 for Jeffery S. Gulin. The

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maximum compensation for all services including professional hours and expenses shall not exceed "\$245,000.00." If there are any necessary ordinary expenses attached to the work of the Jeffrey S. Gulin, these expenses shall be reimbursable by the City but the total amount of such expenses and fees shall not exceed "\$245,000.00".

- 2. To change the termination date of the agreement by deleting the date, "December 31, 2001", on line 11 of page 9 of 11 and inserting in lieu thereof, the date "December 31, 2002".

IN WITNESS WHEREOF:

ATTEST

~~CITY COUNCIL~~

Eddie L. Sapir
City Council President

[Handwritten signature]
[Handwritten signature]

Jeffery S. Gulin, Esq.

By: Jeffery S. Gulin, Esq.
Hearing Officer

3305 Keyser Road
Baltimore, MD 21208

Approved: W
Law Department

213-52-9712
Federal ID Number

1 AMENDMENT TO

2 AGREEMENT FOR PROFESSIONAL SERVICES

3 BETWEEN

4 THE CITY OF NEW ORLEANS

5 AND

6 JEFFERY S. GULIN

7 THIS AGREEMENT is made and entered into as of the 1st day of
8 January 1, 2003, by and between the City of New Orleans, herein
9 represented by Eddie L. Sapir, President of the Council
10 (hereinafter referred to as "City"), acting on behalf of the
11 City Council, and Jeffery S. Gulin (hereinafter sometimes
12 referred to as "Contractor").

13 WITNESSETH

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

18 WHEREAS, to address the complex legal and technical issues
19 necessary to properly meet its responsibility, the Council has
20 selected a hearing officer in accordance with the competitive
21 selection process required by the Home Rule Charter and
22 established by Council Rule 45; and

23 WHEREAS, pursuant to Motions M-98-535 and Motion M-99-39
24 (As Amended) and the terms of the Request For Qualifications was

1 issued on August 31, 1998, the Council is authorized to renew
2 and extend its existing contract with its hearing officer,
3 Jeffrey S. Gulin; and
4

5 **WHEREAS**, the Council desires to authorize a contract
6 amendment and extension with Jeffrey S. Gulin to assist in
7 meeting the Council's regulatory responsibility to the City and
8 its ratepayers; now therefore

9 **WHEREAS**, by Motion M-03-100 the President of the Council is
10 hereby authorized to sign a contract amendment with Jeffrey S.
11 Gulin extending the contract through 2003 and increasing the
12 maximum compensation under such contract by One Hundred Twenty-
13 Five Thousand Dollars (\$125,000.00) and adjusting the maximum
14 hourly billing rate; now, therefore

15 **WHEREAS**, all parties to the agreements dated January 21,
16 1999 desire to amend the agreement and have the necessary
17 authority to do so.

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

- 19 1. To increase the maximum compensation payable under
20 the terms of this agreement by "\$125,000.00" thereby
21 increasing the amount on line 17 of page 3 of 11
22 dated January 21, 1999 for Jeffery S. Gulin. The
23 maximum compensation for all services including
24 professional hours and expenses shall not exceed
25 "\$370,000.00." If there are any necessary ordinary

1 **WHEREAS**, by Motion 04-300 adopted on May 6, 2004 the City
2 Council authorized the President of the Council to sign a
3 contract extension for the calender year 2004 with Jeffery S.
4 Gulin for an additional amount up to One Hundred Thousand
5 Dollars (\$100,000.00);and

6 **WHEREAS**, all parties to the agreements dated January 21,
7 1999 desire to amend the agreement and have the necessary
8 authority to do so.

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

- 10 1. To increase the maximum compensation payable under
11 the terms of this agreement by "\$100,000.00" thereby
12 increasing the amount on line 17 of page 3 of 11
13 dated January 21, 1999 for Jeffery S. Gulin. The
14 maximum compensation for all services including
15 professional hours and expenses shall not exceed
16 "\$470,000.00." If there are any necessary ordinary
17 expenses attached to the work of the Jeffrey S.
18 Gulin, these expenses shall be reimbursable by the
19 City but the total amount of such expenses and fees
20 shall not exceed "\$470,000.00".

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2. To change the termination date of the agreement by deleting the date, "December 31, 2003", on line 11 of page 9 of 11 and inserting in lieu thereof, the date "December 31, 2004".

IN WITNESS WHEREOF:

ATTEST

Edward R. Gulin

Corinne Gulin

Approved: *[Signature]*
Law Department

CITY COUNCIL

[Signature]
Eddie L. Sapir
City Council President

Jeffery S. Gulin, Esq.

[Signature]
By: Jeffery S. Gulin, Esq.
Hearing Officer

3305 Keyser Road
Baltimore, MD 21208

213-52-9712
Federal ID Number

1 AMENDMENT TO
2 AGREEMENT FOR PROFESSIONAL SERVICES

3 BETWEEN

4 THE CITY OF NEW ORLEANS

5 AND

6 JEFFERY S. GULIN

7 THIS AGREEMENT is made and entered into as of the 1st day of
8 2005, by and between the City of New Orleans, herein represented
9 by Eddie L. Sapir, President of the Council (hereinafter
10 referred to as "City"), acting on behalf of the City Council,
11 and Jeffery S. Gulin (hereinafter sometimes referred to as
12 "Contractor").

13 WITNESSETH

14 WHEREAS, November 6, 2003, the City Council adopted Motion
15 M-03-700 directing Council staff to issue a Request for
16 Qualifications to begin the competitive selection process
17 established by Council Rule 45 relative to obtaining the
18 services of a presiding officer for Council Utility Regulatory
19 Proceedings; and

20 WHEREAS, a Request for Qualifications relative to a
21 presiding officer for Council Regulatory Proceedings was issued
22 on April 8, 2004 and the Staff Selection Review Committee
23 evaluated the responses and issued a report forwarding the
24 response of Jeffrey S. Gulin to the Council Utility, Cable and
25 Telecommunications Committee for further consideration; and

WHEREAS, by Motion M-04-300 the Council adopted the recommendations of the Utility, Cable and Telecommunications Committee that Jeffrey S. Gulin continue to be retained as a presiding officer for Council Utility Regulatory procedures.

WHEREAS, by Motion M-05-104 the City Council authorized the President of the Council to sign a contract extension for the calendar year 2005 with Jeffery S. Gulin for an additional amount up to Fifty Thousand Dollars (\$50,000.00) and extending the expiration date; and

WHEREAS, all parties to the agreements dated January 21, 1999 desire to amend the agreement and have the necessary authority to do so.

THEREFORE, IT IS HEREBY AGREED:

1. To increase the maximum compensation payable under the terms of this agreement by "\$50,000.00" thereby increasing the amount on line 17 of page 3 of 11 dated January 21, 1999 for Jeffery S. Gulin. The maximum compensation for all services including professional hours and expenses shall not exceed "\$520,000.00." If there are any necessary ordinary expenses attached to the work of the Jeffrey S. Gulin, these expenses shall be reimbursable by the City but the total amount of such expenses and fees shall not exceed "\$520,000.00".
2. To change the maximum hourly compensation for professional services under such contract to \$400.00 per hour.

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3. To change the termination date of the agreement by deleting the date, "December 31, 2004", on line 11 of page 9 of 11 and inserting in lieu thereof, the date "December 31, 2005".

IN WITNESS WHEREOF:

ATTEST

~~CITY COUNCIL~~
Eddie L. Sapir
City Council President

Shirina Gulin

Jeffery S. Gulin, Esq.

Corinne Gulin

Jeffery S. Gulin, Esq.
By: Jeffery S. Gulin, Esq.
Hearing Officer

3305 Keyser Road
Baltimore, MD 21208

Approved: [Signature]
Law Department

213-52-9712
Federal ID Number

1 **WHEREAS**, all parties to the agreements dated January 21, 1999, and amendments
2 thereto, desire to further amend the agreement and have the necessary authority to do so.

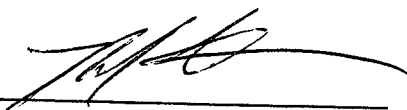
3 **THEREFORE, IT IS HEREBY AGREED:**

- 4 1. To continue the hourly compensation rate under the agreement at
5 \$400.00 per hour; and
6 2. To change the termination date of the agreement by deleting the
7 date, "December 31, 2005", on line 11 of page 9 of 11 and inserting
8 in lieu thereof, the date "December 31, 2006".

9
10 **IN WITNESS WHEREOF:**

11 **ATTEST**


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20 Approved _____
21 Law Department

CITY COUNCIL

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13 Oliver M. Thomas, Jr.
14 City Council President

14 Jeffrey S. Gulin, Esq.

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18 By: Jeffrey S. Gulin, Esq.
19 Hearing Officer
20 3305 Keyser Road
21 Baltimore, MD 21208

22 Federal ID Number: 213-52-9712

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

THIS AGREEMENT is made and entered into as of the 1st day of January 2007, by and between the City of New Orleans, herein represented by Oliver M. Thomas, Jr. President of the Council (hereinafter referred to as "City"), acting on behalf of the City Council, and Jeffery S. Gulin (hereinafter sometimes referred to as "Contractor").

WITNESSETH

WHEREAS, November 6, 2003, the City Council adopted Motion M-03-700 directing Council staff is to issue a Request for Qualifications to begin the competitive selection process established by Council Rule 45 relative to obtaining the services of a presiding officer for Council Utility Regulatory Proceedings; and

WHEREAS, a Request for Qualifications relative to a presiding officer for Council Regulatory Proceedings was issued on April 8, 2004 and the Staff Selection Review Committee evaluated the responses and issued a report forwarding the response of Jeffrey S. Gulin to the Council Utility, Cable and Telecommunications Committee for further consideration; and

WHEREAS, by Motion M-07-106 adopted on March 1, 2007 the City Council authorized the President of the Council to sign a contract extending the termination date.

WHEREAS, all parties to the agreements dated January 21, 1999 desire to amend the agreement and have the necessary authority to do so.

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THEREFORE, IT IS HEREBY AGREED:

1. To increase the maximum compensation payable under the terms of this agreement by "\$50,000.00" thereby increasing the amount on line 17 of page 3 of 11 dated January 21, 1999 for Jeffery S. Gulin. The maximum compensation for all services including professional hours and expenses shall not exceed Five Hundred Seventy Thousand Dollars (\$570,000.00). If there are any necessary ordinary expenses attached to the work of the Jeffrey S. Gulin, these expenses shall be reimbursable by the City but the total amount of such expenses and fees shall not exceed Five Hundred Seventy Thousand Dollars (\$570,000.00).
2. To change the termination date of the agreement by deleting the date, ADecember 31, 2006", on line 11 of page 9 of 11 and inserting in lieu thereof, the date ADecember 31, 2007".

IN WITNESS WHEREOF:

ATTEST

Corinne Gulin

Edward Gulin

Approved: Joe P. Hill
Law Department

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

Jeffery S. Gulin, Esq.

Jeffery S. Gulin
By: Jeffery S. Gulin, Esq.
Hearing Officer

3305 Keyser Road
Baltimore, MD 21208

213-52-9712
Federal ID Number

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

THIS AGREEMENT is made and entered into as of the 1st day of January 2008, by and between the City of New Orleans, herein represented by Oliver M. Thomas, Jr. President of the Council (hereinafter referred to as "City"), acting on behalf of the City Council, and Jeffery S. Gulin (hereinafter sometimes referred to as "Contractor").

WITNESSETH

WHEREAS, November 6, 2003, the City Council adopted Motion M-03-700 directing Council staff is to issue a Request for Qualifications to begin the competitive selection process established by Council Rule 45 relative to obtaining the services of a presiding officer for Council Utility Regulatory Proceedings; and

WHEREAS, a Request for Qualifications relative to a presiding officer for Council Regulatory Proceedings was issued on April 8, 2004 and the Staff Selection Review Committee evaluated the responses and issued a report forwarding the response of Jeffrey S. Gulin to the Council Utility, Cable and Telecommunications Committee for further consideration; and

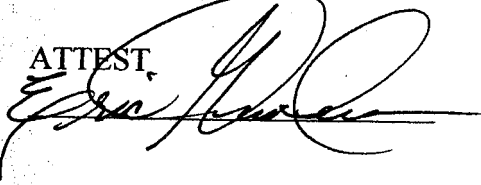
WHEREAS, by Motion M-08-61 adopted on February 2, 2008 the City Council authorized the President of the Council to sign a contract extending the termination date.

WHEREAS, all parties to the agreements dated January 21, 1999 desire to amend the agreement and have the necessary authority to do so.


1 3. 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
3 Inspector General, the contractor understands and will abide by all provisions of
4 Chapter 2 of the City Code."

5 **IN WITNESS WHEREOF:**

6 ATTEST,

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CITY COUNCIL


Arnie Fielkow
City Council President

10 Carriane Gulin

Jeffery S. Gulin, Esq.

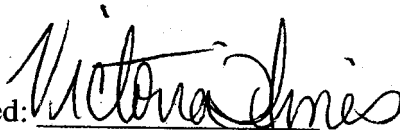
11 Alissa Gulin


By: Jeffery S. Gulin, Esq.
Hearing Officer

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3305 Keyser Road
Baltimore, MD 21208

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Approved: 
Law Department

213-52-9712
Federal ID Number

**MOTION
M-08-61**

CITY HALL: February 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 a hearing officer in accordance with the competitive selection process required by the Home Rule Charter and established by Council Rule 45; and

WHEREAS, pursuant to Motions M-04-300 and the terms of the Request For Qualifications was issued on April 8, 2004, the Council is authorized to renew and extend its existing contract with its hearing officer, Jeffrey S. Gulin; and

WHEREAS, in 2007 Jeffrey Gulin supervised ongoing proceedings in the Council's utility dockets and in 2008 it is anticipated that the Entergy New Orleans, Inc. rate filing will occupy substantial time in resolving administrative matters and in conducting evidentiary administrative hearings in the process of assembling a record for the Council to review; 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 Jeffrey Gulin 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 authorized to sign appropriate contract amendment(s) with Jeffrey S. Gulin extending the contract through 2008 and increase the maximum compensation by \$25,000.00.

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 contractor understands and will abide by all provisions of that Chapter.

BE IT FURTHER MOVED, that such contract amendment(s) shall be properly routed 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-jeffrey gulin.wpd

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY


CLERK OF COUNCIL