

K16-277

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

JEFFREY S. GULIN

THIS THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, through the Council of the City of New Orleans (the “**Council**”), represented by Jason R. Williams, Council President (the “**City**”), and Jeffrey S. Gulin (the “**Contractor**”). This Amendment is made effective as of January 1st, 2016 (the “**Effective Date**”).

RECITALS

WHEREAS, on January 1st, 2013, the City and the Contractor entered into a professional services agreement under which the Contractor agreed to provide services as a presiding officer at the Council Utility Regulatory Proceedings (the “**Agreement**”);

WHEREAS, the City and the Contractor agreed twice to renew the Agreement for continuity of services;

WHEREAS, on December 1st, 2015, the Council adopted Motion M-15-579 to renew the Agreement, as amended, for the third time for continuity of services; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to extend the term of the Agreement, as amended, and to increase the compensation of the Contractor.

NOW THEREFORE, for good and valuable consideration, the Council and the Contractor amend the Agreement, as amended, as follow:

1. **Provision Entitled “Renewal.”** The following provision is added to the Agreement:

XXI. RENEWAL: At the option of the City, this Agreement may be renewed on an annual basis for no longer than five one-year periods, provided that (A) additional funding, if required, is allocated by the City and incorporated herein by a duly authorized amendment to this Agreement, and (B) the renewal of this Agreement will facilitate the continuity of the services described herein.

2. **Extension.** The term of the Agreement, as amended, is extended for 1 year from the Effective Date through December 31, 2016.

3. **Compensation.** The maximum aggregate compensation payable described in Article II of the Agreement, as amended, is increased by \$40,000 to a new total amount not-to-exceed \$140,000.00.

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

5. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

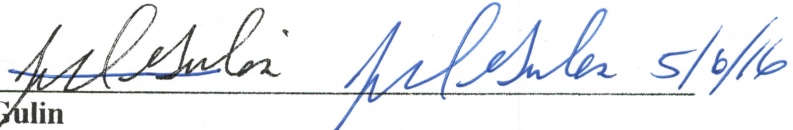
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
Jason R. Williams, Council President

Executed on the 19 of May, 2016

JEFFREY S. GULIN

BY: 
Jeffrey S. Gulin

52-2065461

FEDERAL TAX I.D.

**APPROVED:
Law Department**

By: 

Printed Name: Julie D. Mey