

AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

JEFFREY S. GULIN

THIS FIFTH 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 Williams, Council President (the “**City**”), and Jeffrey S. Gulin (the “**Contractor**”). This Amendment is effective as of January 1st, 2017 (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, from 2014 through 2016, the City and the Contractor agreed to renew the Agreement for continuity of services;

WHEREAS, on January 12, 2017, the Council adopted Motion M-17-12 to renew the Agreement, as amended, 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 for the purpose of continuity of services.

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

1. **Extension.** In accordance with Article XII of the Agreement, the term is extended for 1 year from the Effective Date through December 31, 2017.

2. **Compensation.** The maximum aggregate compensation payable described in Article II of the Agreement, as amended, is increased by \$40,000.00 to a new total amount not-to-exceed \$220,000.00.

3. **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.

4. **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.

5. **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.

6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by

facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

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

CITY OF NEW ORLEANS

BY:  _____

Jason Williams, Council President

Executed on this 6 of September, 2017.

JEFFREY S. GULIN


BY:  _____

Jeffrey S. Gulin

52-2065461

FEDERAL TAX I.D.

**APPROVED:
Law Department**

By:  _____

Printed Name: Justin L. King