



COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT B TO AGREEMENT FOR
LEGAL CONSULTING SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ERAS LEGAL SERVICES, PSC**

Contract No. 2021-DR0012

As amended by Contract No. 2021-DR0012A



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THIS AMENDMENT B TO AGREEMENT FOR LEGAL CONSULTING SERVICES, (hereinafter referred to as the "Amendment") is entered into in San Juan, Puerto Rico, this 27 day of June, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **ERAS LEGAL SERVICES, PSC** (hereinafter, the "CONTRACTOR"), with principal offices in 434 Hostos Ave., San Juan, Puerto Rico 00918, herein represented by Enrique Rafael Adames Soto, in his capacity as President, of legal age, married, and resident of San Juan, Puerto Rico, duly authorized by Resolution by the CONTRACTOR (collectively, the Parties).

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 16, 2020, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2021-DR0012, for the performance of legal consulting services in connection with the CDBG-DR Program (the "Agreement").

WHEREAS, the PRDOH and the Contractor, agreed that, for allowable Legal Consulting Services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed of **ONE HUNDRED SIX THOUSAND EIGHT HUNDRED DOLLARS (\$106,800.00)** ending on September 16, 2021.

WHEREAS, the Agreement was amended on September 16, 2020, through Amendment A, registered as Contract No. 2021-DR0012A, to extend the period of performance until June 30, 2022.

WHEREAS, the Parties wish to amend the Agreement to extend the period of performance until June 30, 2023.

WHEREAS, this Amendment also conforms the Agreement to federal, state, and local regulations and statutes.

WHEREAS, this Amendment B is not intended to affect nor does it constitute an extinctive novation of the obligations of the parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement;

WHEREAS, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment B.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

II. SCOPE OF THE AMENDMENT

The Parties acknowledge that this **AMENDMENT B** entails a modification of the period of performance and end date of the Agreement. In order to continue supporting the Program, the Parties agree to an extension of the Agreement's term for an additional **twelve (12) months**, ending on *June 30, 2023*.

III. AMENDMENT:

A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment H (Contractor Certification)**. (See **Attachment I** of this **Amendment B**).

B. The Parties agree to amend **Article II. TERM OF AGREEMENT, paragraph A** as follows:

A. *This Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of this Agreement will be for a performance period of twelve (12) months, ending in September 16, 2021. Through Amendment A, registered as Contract No. 2021-DR0012A, the Parties agreed to extend the period of performance for a period of performance until June 30, 2022.*

*The Parties hereby agree to extend the period of performance for an additional period of performance of **twelve (12) months**, ending on June 30, 2023.*

C. The Parties agree to replace **Article XXV. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARIA DE LA GOBERNACION) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)**, as follows:

XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

A. Interagency Services Clause: Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

B. Termination Clause: The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico: The parties acknowledge that the contractor has submitted the

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certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017 as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment H** to this contract.

- D. On April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (**UEI**). Accordingly, the Parties agree to replace the DUNS Numbers with the following Unique Entity Identifier:

PUERTO RICO DEPARTMENT OF HOUSING
Unique Entity ID: **FFNMUBT6WCM1**

ERAS LEGAL SERVICES, PSC
Unique Entity ID: **WILKSFEUTDP7**

- E. All other terms and conditions of the Agreement remain unchanged.
- F. Each party represents that the person executing this Amendment B has the necessary legal authority to do so on behalf of the respective party.

IV. HEADINGS

The titles to the paragraphs of this Amendment are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

V. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

VI. SUBROGATION

The Contractor acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Contractor shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

VII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment and any subsequent amendment hereto. The services object of this Amendment may

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not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

VIII. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

IX. SEVERABILITY

If any provision of this Amendment shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

X. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

XI. INSURANCE

PRDOH will execute this Amendment B conditioned to the submission of the following insurances policies within **thirty (30) days** of the signing of this Agreement.

- Commercial General Liability
- Employer's Liability Stop Gap
- Comprehensive Auto Liability
- Umbrella

Failure to comply with the submission of the aforementioned insurance may result in the withholding of reimbursements or the termination of this Agreement

IN WITNESS THEREOF, the parties hereto execute this Amendment in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING

ERAS LEGAL SERVICES, PSC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jun 27, 2022 18:49 EDT)
William O. Rodríguez Rodríguez, Esq.
Secretary

Enrique R Adames Soto
Enrique R Adames Soto (Jun 24, 2022 11:36 EDT)
Enrique Rafael Adames Soto
President



ATTACHMENT H

CERTIFICATION

ERAS LEGAL SERVICES, PSC

I. Contractor (or Subrecipient) Certification Requirement:

1. Neither the contractor (or subrecipient) nor any of its owners¹, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract² to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
2. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
3. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
4. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

¹ For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

² As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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5. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

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By: **Enrique Rafael Adames Soto**

Signature: Enrique R Adames Soto
Enrique R Adames Soto (Jun 24, 2022 11:36 EDT)

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Date: 6/24/2022









Amendment B to Legal Consulting Services1

Final Audit Report

2022-06-27

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