

COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

FIRST AMENDMENT
PROFESSIONAL SERVICE CONTRACT 2021-P00033A

APPEAR

AS FIRST PARTY: The Puerto Rico Electric Power Authority hereinafter referred to as "PREPA ", a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941 (Act 83), as amended, represented in this act by its Interim Executive Director, mister Efran Paredes Maisonet, of legal age, married and resident of Bayamón, Puerto Rico. -----

AS SECOND PARTY: Baker Donelson, Bearman, Caldwell & Berkowitz, PC, ("Consultant"), a professional corporation organized and existing under the laws of the State of Tennessee, with offices at Suite 900, 901K Street NW, Washington, D.C., represented in this act by its Of Counsel, Ernest B. Abbott, of legal age, married, executive and resident of the Commonwealth of Virginia, duly authorized to appear in representation of the Consultant by Resolution dated June 22, 2020. -----

Both PREPA and the Consultant are herein individually referred to as a "Party" and collectively referred to as the "Parties". -----

WITNESSETH

In consideration of the mutual covenants and agreements contained in this First Amendment, hereinafter stated, the Parties agree themselves, their personal representatives, and successors as follows: -----

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WHEREAS: PREPA, by virtue of Act 83, has the authority to engage those professional, technical and consulting services necessary and convenient for its activities, programs, and operations. -----

WHEREAS: On July 1, 2020, PREPA and the Consultant executed Contract 2021-P00033 (Contract), through which the Consultant would provide PREPA legal analysis, advice, representation, and opinions, as requested by PREPA, in relation to investigations and audits by the Office of Inspector General, and other matters related to federal funding by the Federal Emergency Management Agency (FEMA) and the U.S. Department of Housing and Urban Development, among others. The Contract is valid until September 30, 2020, with a maximum amount of \$250,000 (Contract Amount). ----

WHEREAS: On June 24, 2020 PREPA's Governing Board authorized this Contract through Resolution 4803. -----

WHEREAS: PREPA has a continuous need for the services provided by the Consultant. For the abovementioned situation the Program Management, Restructuring and Fiscal Affairs Office (PMO), requested a First Amendment to the Contract, to extend its term from October 1, 2020 to June 30, 2021 and increase its maximum amount by one million two hundred fifty thousand dollars (\$1,250,000) for a total Contract Amount of one million five hundred thousand dollars (\$1,500,000). -----

WHEREAS: The Parties also wants to update the Appendix A, Rate Sheet. -----

WHEREAS: The Governing Board through Resolution 4836 dated September 30, 2020, approved the execution of this Amendment. -----



THEREFORE: In order to continue receiving the Consultant's services the appearing Parties hereby agree to enter into this First Amendment under the following: -----

TERMS AND CONDITIONS

FIRST: The Parties agree to amend Article II. Term of the Contract, to extend its term, from October 1, 2020 to June 30, 2021. The remaining language of Article II, as amended, shall remain unaltered and fully enforceable. -----

SECOND: The Parties agree to amend Article III. Compensation and Payment, to increase the Contract Amount by one million two hundred fifty thousand dollars (\$1,250,000). The Parties recognize that the maximum Contract Amount for Fiscal Year 2020-2021 will be one million five hundred thousand dollars (\$1,500,000). The remaining language of Article III, as amended, shall remain unaltered and fully enforceable. -----

All payments performed under this First Amendment will be charged to PREPA's budget account 01-4019-92319-556-673 and 01-4019-92311-556-615. -----

THIRD: The Parties agree to update the Rate Sheet. The updated Appendix A, is included with this First Amendment. -----

FOURTH: As for the original Contract, Consultant will continue to comply with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Particularly, Act 237-2004, as amended, which establishes uniform contracting requirements for professional and consulting services for the agencies and governmental entities of the Commonwealth

of Puerto Rico. 3 L.P.R.A. § 8611 et seq., and the Puerto Rico Department of Treasury Circular Letter Number 1300-16-16. CC Núm. 1300-16-16 (22/01/2016). -----

Also, Consultant shall provide, before the execution of this Amendment, the following:

- A. Copy of its Articles of Incorporation or creation. -----
- B. Certificate of Existence, issued by the country in which it is incorporated or created. -----
- C. A sworn statement in which Consultant will establish and certify:
 - I. Consultant's tax identification number,
 - II. The country in which Consultant is incorporated or created,
 - III. That Consultant does not have any tax responsibility in the Commonwealth of Puerto Rico,
 - IV. That the compliance with the terms and conditions of this Contract does not make Consultant an entity doing business in Puerto Rico,
 - V. That Consultant does not have a local office in the Commonwealth of Puerto Rico.
- D. Puerto Rico Child Support Administration (ASUME): Consultant hereby certifies that it is not duty bound to pay child support, or if so, that Consultant is up to date or has a payment plan to such effects. As evidence thereof, Consultant has delivered to PREPA a certification issued by the Puerto Rico Child Support Administration (Administración para el Sustento de Menores (ASUME) certifying that Consultant does not have any debt, outstanding

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debt, or legal procedures to collect child support payments that may be registered with ASUME. -----

FIFTH: Consultant hereby agrees to comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico. -----

Consultant shall furnish a sworn statement to the effect that neither Consultant nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for Consultant has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico or any of the crimes included in Act 2-2018.-----

Consultant hereby certifies that it has not been convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.-----

PREPA shall have the right to terminate this Contract in the event Consultant is convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or

5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.-----

SIXTH: Consultant understands and agrees that PREPA is prohibited to process any payment under the Contract until the enumerated certifications and sworn statements are submitted to PREPA. -----

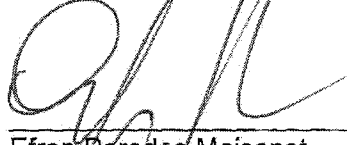
SEVENTH: Consultant understand that payment for services object of this Contract will not be made until this Contract is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Act 18 of October 30, 1975, as amended. ---

EIGHTH: The Parties agree that all other terms, conditions, specifications, stipulations, insurances, and requirements established in the Contract shall remain unaltered and fully enforceable. -----

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In WITNESS WHEREOF, the Parties hereto have agreed to execute this
First Amendment of the Contract in San Juan, Puerto Rico, on this 30 day of
September, 2020. -----

Puerto Rico Electric Power Authority



Efran Paredes Maisonet
Interim Executive Director

Baker Donelson, Bearman, Caldwell &
Berkowitz, PC



Ernest B. Abbott
Of Counsel

APPENDIX A

HOURLY RATES – First Amendment Contract 2021-P00033 Baker Donelson

NAME	TITLE	RATE
Ernest B. Abbott	Executive Counsel	\$725.00
Wendy Huff Ellard	Deputy Executive Counsel	\$525.00
Jeff Davis	Senior Advisor	\$550.00
Dan Carrigan	Of Counsel	\$550.00
Danielle Aymond	Lawyer IV	\$475.00
Ivan Boatner	Lawyer IV	\$475.00
Elizabeth Cappiello	Lawyer IV	\$475.00
Amanda Spain Wells	Lawyer IV	\$475.00
Michelle Zaltsberg	Lawyer IV	\$475.00
Josh Mullen	Lawyer IV	\$475.00
Nyka Scott	Lawyer III	\$425.00
Matt Duff	Assoc. Director, Howard Baker Forum	\$275.00
Jordan Corbitt	Lawyer II	\$375.00
Parker Wiseman	Lawyer II	\$375.00
Christ Bomhoff	Disaster Policy Specialist	\$375.00
Mary Katherine Smith	Lawyer I	\$325.00
Robbie Viator	Compliance Specialist	\$265.00
Tom Shaw	Public Policy Advisor	\$275.00
Michael Mathews	Paralegal	\$265.00
Keith Fagerquist	Public Policy Advisor II	\$350.00
Mary Beth McDavid	Paralegal	\$265.00
Anastasia Zhitareva	Paralegal	\$265.00

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