ESTADO LIBRE ASOCIADO DE PUERTO RICO
GOBIERNO DE LA CIUDAD AUTONOMA DE CAYEY

185 B

CONTRATO NÚM. 2023-000236 Vigencia desde 2 /septiembre/2022 hasta 30/junio/2023

COMPARECEN

PRIMERA PARTE: El Municipio de Cayey, Puerto Rico, representado por su Alcalde, Hon. Rolando Ortiz Velázquez, quien es mayor de edad, soltero, vecino y residente de Cayey, Puerto Rico; en adelante denominado como el MUNICIPIO.

SEGUNDA PARTE: **ALEJANDRO GARCIA PADILLA, LLC.**, una corporación de responsabilidad limitada con fines de lucro, registrada en el Departamento de Estado de Puerto Rico bajo el número 389851, representada por el Lcdo. Alejandro García Padilla, quien es mayor de edad, casado, vecino y residente de Guaynabo, Puerto Rico; en adelante denominado como la SEGUNDA PARTE. Ambas partes con la capacidad legal necesaria para el presente otorgamiento libre y voluntariamente EXPONEN:

PRIMERO: La facultad del MUNICIPIO para esta contratación surge del artículo 1.018 (r) de la Ley Núm. 107 del 14 de agosto 2020, según enmendada, y el MUNICIPIO necesita contratar los servicios profesionales de la SEGUNDA PARTE **para asesoramiento legal y representación legal de Municipio de Cayey en casos de cobro de dinero mediante un acuerdo de pago de honorarios contingentes.** La SEGUNDA PARTE ha demostrado tener la capacidad y experiencia necesaria para brindar estos servicios al MUNICIPIO, por los cual AMBAS PARTES suscriben el presente contrato sujeto a las siguientes CLAUSULAS Y CONDICIONES:

PRIMERA: El MUNICIPIO y la SEGUNDA PARTE se obligan a cumplir con las cláusulas y condiciones establecidas para contratación en la Ordenanza Municipal Núm. 23-2014-2015, cuyas disposiciones expresamente forman parte de este contrato. La SEGUNDA PARTE certifica haber leído y entendido la referida ordenanza, y certifica conocer las normas éticas que rigen su profesión las cuales se obliga a cumplir. Certifica, además, que no ha sido convicto, ni se ha encontrado causa probable para su arresto, ni ha cometido durante los diez años anteriores a esta contratación, delitos contra el erario, la fe o la función pública; contra el ejercicio gubernamental o que involucre fondos o propiedad pública, en el ámbito federal o estatal por ninguno de los delitos mencionados en el Artículo 3.4 de la Ley 2 del 4 de enero de 2018. De ser falsa esta información, y/o de determinarse en algún momento causa probable para el arresto por alguno de los delitos antes descritos según detallados en el Artículo 3.4 de la Ley Núm. 2 del 4 de enero de 2018, este contrato quedará rescindido inmediatamente, y el MUNICIPIO podrá recobrar cualquier cantidad desembolsada bajo este contrato. Además, el CONTRATISTA reconoce mediante su firma en este documento, su deber de informar de manera continua, durante la vigencia del contrato, cualquier hecho que lo relacione con cualquier investigación sobre la comisión de ese tipo de delito. Certifica que no recibe pagos o compensación de otra entidad pública como funcionario o empleado público, excepto los autorizados por Ley o Código Político. El CONTRATISTA certifica que se compromete a regirse por las disposiciones del Código de Ética, dispuesto en el Código Anticorrupción para el Nuevo Puerto Rico, Ley 2 del 4 de enero de 2018, del cual certifica haber recibido copia a la firma de este contrato.Las labores a ser realizadas por la SEGUNDA PARTE incluyen, pero no se limitan a lo siguiente: Asumir la representación legal del Municipio Autónomo de Cayey en casos de cobro de dinero según le sean referidos por el Alcalde o su representante autorizado. De conformidad con las disposiciones antes citadas de la Ley de Municipios Autónomos, dichos servicios serán prestados en consideración al pago de honorarios por contingencia a razón de un **9% de la acreencia determinada y cobrada.** No obstante lo anterior, el MUNICIPO compensará de forma separada a los honorarios contingentes, los gastos en que incurra la SEGUNDA PARTE en el procedimiento de las reclamaciones de cobro que le sean requeridas y en la ejecución de cualquier sentencia que recaiga a favor del MUNICIPIO, incluyendo, pero sin limitarse, a gastos de mensajería, emplazamientos, deposiciones, pago de peritos, gestiones realizadas a ejecuciones de sentencia, y otros razonablemente relacionados a los servicios contratados. Se dispone expresamente que será responsabilidad de la SEGUNDA PARTE solicitar previamente la autorización del MUNICIPIO para aquellos gastos que puedan considerarse extraordinarios por la cuantía de los mismos.

SEGUNDA: El MUNICIPIO podrá reembolsar a la SEGUNDA PARTE por concepto de gastos incurridos en la tramitación de los casos de cobro de dinero antes mencionados, hasta la cantidad máxima de **QUINIENTOS DOLARES ($500.00)** durante la vigencia de este contrato. Ello siempre conforme a los términos y condiciones aquí establecidos, y previa presentación de facturas evidenciadas que incluyan un informe de los gastos incurridos y las evidencias disponibles. La SEGUNDA PARTE deberá incluir en cada factura un detalle de la cuantía disponible para gastos luego de restar la cantidad a ser compensada en la factura presentada. Los pagos objeto de este contrato serán realizados con cargo a la Cuenta 01-20-24-94.25 Servicios Legales, según Certificación de Fondos emitida por el Departamento de Finanzas del MUNICIPIO.

TERCERA: LA SEGUNDA PARTE certifica que no está obligado a satisfacer una pensión alimentaria y de estarlo certifica que está al día o tiene un plan de pago al efecto. En relación con la Ley 168-2000, Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada, según enmendada, la SEGUNDA PARTE certifica, que de estar sujeto a esta Ley, se encuentra en cumplimiento con el pago o la obligación. Certifica, además, que radicó las planillas de contribución sobre ingresos durante los últimos 5 años contributivos, previo a la formalización de este contrato, y no adeuda contribuciones al gobierno; o que se encuentra acogido a un plan de pago, cuyos términos y condiciones está cumpliendo. En caso de que se refleje alguna deuda contributiva o incumpliendo con el plan de pago acordado con el Departamento de Hacienda al momento de liquidar este contrato, la SEGUNDA PARTE se compromete a cancelar dicha deuda mediante retención en los pagos que tiene derecho a recibir en virtud de este contrato.

ASI LO HAN CONVENIDO las partes contratantes lo suscriben hoy, 31 de agosto de 2022, en Cayey, Puerto Rico.

**HON. ROLANDO ORTIZ VELÁZQUEZ**
ALCALDE

**ALEJANDRO GARCIA PADILLA, LLC.**
Por: Alejandro García Padilla

CERTIFICO que he revisado este documento el cual cumple con todas las leyes aplicables y recomiendo, sin reserva alguna, su firma, hoy, 31 de agosto de 2022.

Lcda. Laura Bernard Díaz, Directora, Oficina de Asuntos Legales

Parte Contratada: Alejandro García Padilla, LLC Propósito: Casos de Cobro (Contingente) Cuantía: $500.00 Vigencia: 2 /9/2022-30/6/2023

ALEJANDRO GARCÍA PADILLA LLC
LAW FIRM

Anejo 1

## Master Service Agreement

THIS SERVICE AGREEMENT (hereinafter "Agreement") is made as of the date set forth on the signature page (hereinafter "Effective Date") and is entered into by and between ALEJANDRO GARCIA PADILLA, LLC. (hereinafter "AGP LLC"), a limited liability company duly organized under the laws of the Government of Puerto Rico, with its principal place of business at 250 Muñoz Rivera Avenue Suite 308, San Juan PR 00918, and Municipio de Cayey (hereinafter "CAYEY"), (hereinafter referred also as to "the Parties").

WHEREAS AGP LLC is in the business of providing legal consultancy, strategic consulting, and advocacy services to assist in the Commonwealth and US Federal Court, to assist CAYEY in legal consultancy.

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party, the Parties agree as follows:

1. Term. The Term of this Agreement shall commence on the Effective Date and continue until June 30, 2023 (hereinafter referred to as the "Term"). The Parties may mutually agree in writing to extend the Term for the same amount of time established in the original term.

2. Termination. This Agreement may be terminated by either party with or without cause at any time upon not less than thirty (30) days written notice to the other party. CAYEY shall pay AGP LLC all fees and expenses otherwise owed under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by AGP LLC in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by CAYEY.

3. Services by AGP LLC. During the Term, AGP LLC shall provide its representation services to CAYEY. The precise scope and extent of its services may be:

SCOPE OF SERVICES In performing its services, AGP LLC will perform such tasks as attending any necessary civil and administrative legal consultancy, notary services and providing as needed, monthly reports regarding the relevant issues for which AGP LLC has been hired.

4. Relationship of the Parties. The Parties acknowledge and agree that each is an independent business entity and, as such, neither party may represent itself as an employee or agent of the other, unless otherwise agreed in writing. Neither party may incur any obligations on behalf of the other party unless specifically authorized in the Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the Parties.

5. Fee. Payment for the services shall be made by check, for the services rendered under this Agreement billed monthly to CAYEY at an hourly rate of one hundred dollars ($100.00) per hour. In addition to the civil legal services outlined above, AGP LLC will represent CAYEY in any legal claim or proceeding wherein CAYEY claims or demands payment of monies or income of any person or entity on a contingency basis and will receive as fee for services rendered an amount equal to nine percent (9%) of the recovered amount. For the notary services AGP LLC will charge CAYEY the amount of point eight percent (.8%) per transaction with a minimum of one hundred fifty dollars ($150.00) for drafting and granting public deeds, any surcharges required to complete the transaction likely as registration vouchers and stamps will be billed separately. The fee for sworn statements is twenty-five dollars ($25.00), this amount includes the legal assistance stamp.

The first (1st) day of each month, plus reasonable and customary out-of-pocket expenses, including any out-of-town travel being approved in advance by CAYEY (the "Fee"). CAYEY will make the first payment of the Fee within five (5) business days of the Effective Date. The Parties agree to discuss in good faith any adjustment in the Fee that either party shall deem appropriate given the level of services mutually agreed upon under Section 3. **Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.**

Payment information is as follows:
Account Name: Alejandro García Padilla, LLC

6. Confidentiality. For purposes of this Agreement, "Confidential Information" means attorney-client communications, inventions, ideas, intellectual property, formulas, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements and similar information, whether written or oral, that derives independent economic value from not being generally known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally

available to the public other than as a result of disclosure thereof by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party; or (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information. Disclosing Party shall designate Confidential Information as such prior to, during or immediately after disclosure.

Except as necessary for the performance of the services contemplated herein or with CAYEY written and explicit consent, AGP LLC and CAYEY shall keep all Confidential Information received from each other, its affiliates, or representatives. CAYEY shall keep strict confidentiality on all issues concerning strategies recommended by AGP LLC. AGP LLC agrees with respect to any written information marked "confidential" or "proprietary" by CAYEY or information disclosed orally and identified orally as "confidential" or "proprietary" by CAYEY at the time of disclosure and reduced to writing (hereinafter "Confidential Information"), that AGP LLC will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of CAYEY. That Confidential Information may be provided by AGP LLC to those of its employees who need such information to enable AGP LLC to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

The obligations assumed by the parties pursuant to this section 6 hereof, shall survive the expiration or earlier termination of this Agreement.

7. Good Business Practices. In accordance with both CAYEY and AGP LLC mutual philosophy of good ethics and good business are synonymous, both parties shall observe the highest ethical and legal standards in the performance of the related services under this Agreement and shall comply with any existing laws and regulations in the performance of any of the services under this Agreement.

AGP LLC agrees to comply with any ethics code that applies to the type of activities and services that are to be rendered in accordance with this Agreement and the profession and assumes complete responsibility for any action that violates such code.

8. Code of Ethics. AGP LLC agrees to comply with Act No. 2, enacted on January 4, 2018, as amended, which establishes the *Anticorruption Law for the New Puerto Rico* and with the *Ethics in Government Act*, Act No. 1 enacted on January 3, 2012, as amended.

9. No Verification by AGP LLC. It is understood that AGP LLC cannot undertake to verify all facts supplied to it by CAYEY or related entities or all factual matters included in materials prepared or used by AGP LLC and approved by CAYEY or related entities.

10. Waiver. CAYEY acknowledges that it has been advised and understands that AGP LLC may represent firms who now, or in the future may, compete or otherwise have an opposite interest to CAYEY **in matters not related to the specific matters for which CAYEY has retained AGP LLC**. AGP LLC shall notify CAYEY of any matter known by AGP LLC to be in opposition or potentially in opposition to CAYEY interest. There will be no conflict of interest.

11. Liability. The entire liability of AGP LLC, and CAYEY exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, shall not exceed the amount of monies actually paid to AGP LLC by CAYEY in the immediately preceding twelve (12) month period. In no event shall AGP LLC be liable for any incidental, indirect, special or consequential damages, including but not limited to, loss of use, revenues, profits or savings, even if AGP LLC knew or should have known of the possibility of such damages or claims against CAYEY.

12. Indemnification. CAYEY agrees to defend, indemnify, and hold harmless AGP LLC against any and all losses, claims, damages, legal fees, expenses, or liabilities that AGP LLC may incur based upon information, representations, reports, data or releases furnished or approved by CAYEY or its specifically authorized representative for use or release by AGP LLC, whether or not AGP LLC prepared or participated in the preparation of such materials. For purposes of this section, the Parties indemnified shall include APG LLC, its, directors, members, agents, and employees.

13. Compliance with Law. AGP LLC does not do lobbying. In any case applicable, shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

14. No assignment. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other

party. For this particular contract, CAYEY requires and agrees with AGP LLC, the integral outsourcing to satisfactorily perform the services requested to AGP LLC.

15. In the event suit is brought to enforce or interpret any part of this agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

16. No provision of this Agreement may be waived unless in writing, signed by all the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all the Parties.

17. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any matter.

18. Dispute Resolution. Any dispute arising under this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be conducted before one arbitrator mutually agreeable to AGP LLC and CAYEY the parties cannot agree on an arbitrator within thirty (30) days after the request for arbitration, then each party will select an arbitrator and the two arbitrators will select a third who shall act as the sole arbitrator of the dispute. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. All fees of the arbitrator and other costs and expenses of the arbitration shall be paid by CAYEY and AGP LLC equally unless otherwise awarded by the arbitrator.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Puerto Rico without regard to choice of law principles. The parties agree that the sole venue for legal actions related to this Agreement shall be in the courts of the Commonwealth of Puerto Rico.

20. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the Parties.

21. Amendment. This Agreement may be changed only by written agreement signed by the Parties.

22. Notice. Any notice or other communication required or permitted to be made or given by either party pursuant to the Agreement will be in writing, and will be deemed to

have been duly given: (i) three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by email provided a hard copy is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set below or at such other address specified in a notice given in accordance with this section:

Alejandro García Padilla, LLC

Municipio de Cayey

23. Signature. Each party represents and warrants that the person signing on its behalf has the requisite authority to bind the respective party to the terms and conditions contained in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers in San Juan, PR on this _____ day of _____, 2022.

Alejandro García Padilla
President
Alejandro García Padilla, LLC

Rolando Ortiz
Mayor
Municipality of Cayey