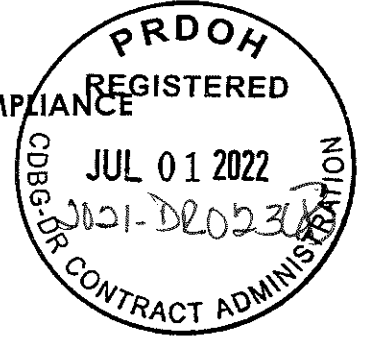




Amendment B

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

**AMENDMENT B TO AGREEMENT FOR
LEGAL SERVICES FOR FAIR HOUSING AND CIVIL RIGHTS COMPLIANCE
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
Q.R. & ASOCIADOS, LLC**



THIS AMENDMENT B TO AGREEMENT FOR LEGAL SERVICES FOR FAIR HOUSING AND CIVIL RIGHTS COMPLIANCE (hereinafter, the "Amendment B") is entered into in San Juan, Puerto Rico, this 30 day of June, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "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 Hon. William O. Rodríguez Rodríguez, of legal age, single, attorney and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **Q.R. & ASOCIADOS, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in 252 Ponce de León Avenue, Suite 901, San Juan, Puerto Rico, herein represented by Hilda Quiñones Rivera, in his capacity as Sole Member, of legal age, single, attorney and resident of San Juan, Puerto Rico; collectively, "the Parties".

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I. RECITALS AND GENERAL INFORMATION

WHEREAS, on May 24, 2021, the Parties executed an Agreement for Legal Services for Fair Housing and Civil Rights Compliance, registered as Contract No. 2021-DR0236, for a maximum amount not to exceed **one hundred ten thousand four hundred dollars and zero cents (\$110,400.00)**, from **Account Number: R02A01ADM-DOH-NA-4130-01-00**, ending on May 23, 2022 (hereinafter, the "Agreement").

WHEREAS, as per Article XL of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

WHEREAS, the Agreement was amended on March 24, 2022, via Amendment A, Contract No. 2021-DR0236A to extend the Agreement's term for an additional term, ending on June 30, 2022. Amendment A also conformed the Agreement to federal, state, and local regulations and statutes. Nor the term of the amount nor the account were modified in this Amendment A.

WHEREAS, it is the intention of the Parties that this Amendment B is not intended to effect 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, each party represents that the person executing this Amendment B has the necessary legal authority to do so on behalf of the respective party.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree to execute this Amendment B subject to the following:

TERMS AND CONDITIONS

II. SCOPE OF AMENDMENT

Taking into consideration the needs of the CDBG-DR Legal Division of the services provided by the CONTRACTOR, the Parties agree to extend the performance period of the Agreement for an additional twelve (12) months, ending on June 30, 2023.

III. AMENDMENTS

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

A. This Agreement shall be in effect and enforceable between the Parties from the date of its execution until June 30, 2023.

All other terms and conditions of the Agreement, as amended, remain unchanged.

IV. HEADINGS

The titles to the paragraphs of this Amendment B 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. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Programs, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

VI. 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.

VII. 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.

VIII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment B to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment B and any subsequent amendment hereto. The services object of this Amendment B may not be invoiced or paid until this Amendment B 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.


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IX. ENTIRE AGREEMENT

The Agreement and this Amendment B 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.

X. SEVERABILITY

If any provision of this Amendment B 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.

XI. 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 B shall be null and void.

XII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement, as amended, related to the following subjects shall survive the termination or expiration of this Agreement, as amended,: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent Contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement, as amended, shall so survive.

XIII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. During performance and through final payment, the CONTRACTOR is responsible for the accuracy and completeness of the data within SAM. If the CONTRACTOR's SAM registration is inactive at the moment of execution of this Amendment B, the CONTRACTOR acknowledges and agrees to take the necessary steps to activate the registration before performance of any work under the Agreement. Failure to maintain registration in SAM can impact obligations and payments under the Agreement.

XIV. COMPLIANCE WITH INSURANCE & BONDING REQUIREMENTS

PRDOH will execute this Amendment B conditioned to the submission by the CONTRACTOR of the required insurance policies within thirty (30) days of the signing of this Amendment B. Failure to comply with the submission of the insurance policies may result in the withholding of reimbursements or the termination of the Agreement

XV. COMPLIANCE WITH THE DOCUMENTATION REQUIREMENTS NECESSARY FOR CONTRACTING PROFESSIONAL SERVICES WITH THE GOVERNMENT OF PUERTO RICO

The CONTRACTOR shall submit the required documentation applicable for professional services contracts with the Government of Puerto Rico. PRDOH will execute this Amendment B conditioned to the submission of the aforementioned documentation within **thirty (30) days** of the signing of this Amendment B. Failure to comply with the


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submission of the documentation may result in the withholding of reimbursements or the termination of the Agreement.

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

PUERTO RICO DEPARTMENT OF HOUSING

Q.R. & ASOCIADOS, LLC

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Jun 30, 2022 17:48 EDT)

Hon. William O. Rodríguez Rodríguez, Esq.
Secretary

Hilda Quiñones Rivera

Hilda Quiñones Rivera (Jun 30, 2022 13:58 EDT)

Hilda Quiñones Rivera, Esq.
Sole Member

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





AMENDMENT B_CONTRACT 2021-DR0236

Final Audit Report

2022-06-30

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