



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

**AMENDMENT B TO THE AGREEMENT FOR
HEARING EXAMINER SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
GONZÁLEZ LAW SERVICES, PSC
Contract No. 2021-DR0051**

As amended by Contract No. 2021-DR0051A



THIS AMENDMENT B TO THE AGREEMENT FOR HEARING EXAMINER SERVICES, (hereinafter referred to as the "**Amendment**") is entered into in San Juan, Puerto Rico, this 9 day of September, 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 **GONZÁLEZ LAW SERVICES, PSC** (hereinafter, "**CONTRACTOR**"), with principal offices in Villa Húcar, A5 Calle Húcar, San Juan, Puerto Rico 00926, herein represented by Edgar E. González Milán, in his capacity as President, of legal age, single, and resident of Guaynabo, Puerto Rico, duly authorized by Resolution by the CONTRACTOR (collectively, the **Parties**).

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on November 12, 2020, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2021-DR0051, for the performance of hearing examiner services in connection with the CDBG-DR Program (hereinafter, "**Agreement**").

WHEREAS, the PRDOH and the CONTRACTOR, agreed that, for allowable Hearing Examiner Services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **SEVENTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$75,600.00)** from **ACCOUNT NUMBER R01A01ADM-DOHNA / R02A01ADM-DOH-LM 4190-10-000**, ending on November 12, 2022.

WHEREAS, the Agreement was amended on September 24, 2021, through Amendment A, registered as Contract No. 2021-DR0051A, to increase the total amount to **ONE HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$175,600.00)**.

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:

TERMS AND CONDITIONS

II. SCOPE OF AMENDMENT:

The CDBG-DR Legal Division regularly receives administrative review requests. Furthermore, the Legal Division appears in at least over 10 hearings a week. As of August 31, 2022, the amount left in the contract is \$21,295.00. In addition, the contract term is approaching. To ensure that none of the services are affected, the Legal Division is amending the agreement to increase the amount by \$74,000.00, for an adjusted amount of \$249,600.00, and extend the term for an additional twelve (12) months.

III. AMENDMENTS:

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace **Attachment H** (Contractor Certification Requirement) with an amended **Attachment H** (Contractor Certification Requirement). (**Attachment 1 of this Amendment B**)

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

*This Agreement shall be in effect and enforceable between the Parties from the date of its execution. The term of the original Agreement was for a performance period of **twenty-four (24) months**, ending on November 12, 2022, 2022. The Parties hereby agree to extend the period of performance for an additional **twelve (12) months**, ending on November 13, 2023.*

- C. The Parties agree to amend **Article IV. COMPENSATION AND PAYMENT, paragraph B** as follows:

*The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **TWO HUNDRED FORTY-NINE THOUSAND SIX HUNDRED DOLLARS (\$249,600.00)**; Account Number **R01A01ADM-DOH-NA / R02A01ADM-DOH-LM / R02A01ADM-DOH-NA 4190-10-000**.*

- D. On April 4, 2022, the Federal Government stopped 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**

GONZÁLEZ LAW SERVICES, PSC
Unique Entity ID: **FMG8VJ118656**

- 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.

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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 thereto. The services object of this Amendment may 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. 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.

XII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Amendment related to the following subjects shall survive the termination or expiration of this Amendment: interpretive provisions; consideration;

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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 Amendment shall so survive.

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

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PUERTO RICO DEPARTMENT OF HOUSING

GONZÁLEZ LAW SERVICES, PSC

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William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Sep 9, 2022 16:42 EDT)

William O. Rodríguez Rodríguez (Sep 9, 2022 16:42 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Edgar Gonzalez Milan (Sep 8, 2022 20:20 EDT)

Edgar E. González Milán, Esq., L.L.M.
President

ATTACHMENT I OF AMENDMENT B



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT H

CERTIFICATION

GONZALEZ LAW SERVICES. PSC

I Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract¹s (are) the following:

(N/A)

2. Neither the contractor (or subrecipient) nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. 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.
4. 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).

¹As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

²For 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.

³As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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5. 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.
6. 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."

By: Edgar E. Gonzalez Milan, Esq. • LL.M.
President

Signature: _____

Date: _____

September 1 2022

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Amendment B Hearing Examiners

Final Audit Report

2022-09-09

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-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
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