

Date: _____

Guam Homeless Coalition

Signature: _____ Title/Position: _____

Date: _____

Judiciary of Guam - Office of the Public Guardian

Signature: _____ Title/Position: _____

Date: _____

SECTION TWENTY-SIX **COVENANT AGAINST CONTINGENT FEES**

Attorney warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **Attorney** to solicit or secure this Agreement, and that it has not paid or agreed to pay any company and/or person, other than a bona fide employee working solely for **Attorney**, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, **GHC** shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION TWENTY-SEVEN **INFORMATION TO BE FURNISHED TO ATTORNEY**

All information, data, reports, and records as are existing, available, and in **GHC**'s custody, and necessary for the carrying out of services shall be furnished to **Attorney** without charge by **GHC**, and **GHC** shall cooperate with **Attorney** in every reasonable way during all phases of the project. **Attorney** hereby agrees to indemnify and hold **GHC** harmless from any losses, damages, costs, claims, suits and judgments, expenses of any kind or nature, including attorney's fees arising from any defect or failure attributable to **Attorney**'s unreasonable or imprudent reliance on the aforementioned documents.

SECTION TWENTY-EIGHT **WARRANTY AGAINST EMPLOYMENT** **OF SEX OFFENDERS (PUBLIC LAW 28-98:2)**

Attorney warrants that no person providing services on behalf of **Attorney** has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

If **Attorney** is found to be in violation of any of the provisions of this Section, the **GHC** will give notice to **Attorney** to take corrective actions. **Attorney** shall take corrective action within

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twenty-four hours of the notice from **GHC**, and **Attorney** shall notify **GHC** when action has been taken. If **Attorney** fails to take corrective steps within twenty-four hours of notice from **GHC**, **GHC** in its sole discretion may suspend temporarily **Attorney's** services under this Agreement until corrective action has been taken.

SECTION TWENTY-NINE ENTIRE AGREEMENT

This Agreement and its exhibit or attachments hereto shall constitute the entire Agreement between **GHC** and **Attorney**, and no prior or contemporaneous written or oral promises, representations or assurances shall be deemed to alter the provisions hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the retention of **Attorney** by **GHC** and contains all of the covenants and agreements between the parties with respect to such retention in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

SECTION THIRTY DISPUTE RESOLUTIONS

(1) Disputes- Contractual Controversies. **GHC** and **Attorney** agree to attempt resolution of all controversies which arise under, or are by virtue of this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then **Attorney** shall request the **GHC** President or designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The **GHC** President or designee shall immediately furnish a copy of the decision to **Attorney**, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) Absence of a Written Decision within Sixty Days. If the **GHC** President or designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then **Attorney** may proceed as though the President of **GHC**, or his/her designee had issued a decision adverse to **Attorney**.

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(3) Appeals to the Office of Public Accountability (OPA). The **GHC** President or designee decision shall be final and conclusive, unless fraudulent or unless **Attorney** appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) Disputes – Money Owed To or By **GHC**. This subsection applies to appeals of **GHC's** decision on a dispute. For money owed by or to **GHC** under this contract, **Attorney** shall appeal the decision in accordance with the “Government Claims Act”, 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by **GHC** or from the date when a decision should have been rendered. For all other claims by or against **GHC** arising under this contract, the OPA has jurisdiction over the appeal from the decision of **GHC**. Appeals to the OPA must be made within sixty days of **GHC's** decision or from the date the decision should have been made.

(5) Exhaustion of Administrative Remedies. **Attorney** shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) Performance of Contract Pending Final Resolution by the Court. **Attorney** shall comply with **GHC's** decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where **Attorney** claims a material breach of this contract by **GHC**. However, if the President of **GHC** determines in writing that continuation of services under this contract is essential to the public's health or safety, then **Attorney** shall proceed diligently with of the contract notwithstanding any claim of material breach by **GHC**.”

SECTION THIRTY-ONE NOTICES

Notices to either party will be sent to:

GHC at: **GUAM HOUSING CORPORATION**
Kotporasion Ginima' Guahan
Suite 514 ITC Building
590 South Marine Corps Drive
Tamuning, Guam 96931

Attorney at: **LAW OFFICE OF JACQUES G. BRONZE, P.C.**
A Professional Corporation
173 Aspal Avenue, Suite 206 A
Hagåtña, Guam 96910

SECTION THIRTY-TWO ADDITIONAL CONTRACT CLAUSE

Gratuities and Kickbacks:

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

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Contingent fees:

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Representation Regarding Ethical Standards for Government Employees and Former Government Employees.

Attorney has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

Procurements Five Hundred Thousand (\$500,000) or more:

Attorney agrees **GHC** must notify the Attorney General of any **GHC** solicitation or procurement which is estimated to result in an award of Five Hundred Thousand Dollars (\$500,000) or more. **Attorney** acknowledges that the Attorney General is the legal advisor during all phases of the solicitation procurement process pursuant to 5 GCA §5150, unless **GHC** has an appointed Special Assistant Attorney General by the Attorney General. **Attorney** agrees to follow all the forms and formats required by the Attorney General and in the event **Attorney** is designated as Special Assistant Attorney General with regard to said procurement, **Attorney** agrees to follow all applicable requirements of that appointment. **Attorney** agrees to keep the Attorney General cognizant of all legal matters.

Minimum Wages as Determined by U.S. Department of Labor:

Attorney agrees to comply with Title 5, Guam Code annotated, Sections 5801 and 5802. In the event that **Attorney** employs persons whose purpose, in whole or part, is the direct delivery of service contracted by **GHC**, then **Attorney** shall pay such employees, at a minimum, in accordance with the U.S. Department of Labor Wage Determination for Guam and the Commonwealth of the Northern Mariana Islands (CNMI) in effect on the date of this contract. In the event that this

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contract is renewed by **GHC** and **Attorney**, at the time of renewal, **Attorney** shall pay such employees in accordance with the Wage Determination for Guam and the CNMI promulgated on a date most recent to the renewal date.

Attorney agrees to provide employees whose purpose, in whole or in part, is the direct delivery of service contracted by **GHC** those mandated health and similar benefits having minimal value as detailed in the U.S. Department of Labor Wage Determination for Guam and the CNMI and guarantee such employees a minimum of ten (10) paid holidays per annum per employee.

Incorporation by Reference and Order of Precedence:

In addition to the Agreement the parties herein incorporate by reference as if fully rewritten already existing documents RFP GHC 2021-02 and **Attorney's** Proposal. In the event a conflict arises between the documents the parties intend that the precedence be given to the documents in the following order: first the most recent Amendment to the Agreement, second this Addendum, third the Agreement, fourth the RFP GHC 2021-02 and then **Attorney's** Proposal.

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EXHIBIT "A"

FEE STRUCTURE AND HOURLY RATES FOR LEGAL SERVICES

Activities listed below (1 through 7) are a flat fee.

1. \$250.00 review the Mortgages, prepare demand letter and entertain any required communication or actions with Mortgagee/Mortgagor regarding the foreclosure or workout.
2. \$300.00 to review the PTR and draft the notice of election to accelerate and Sell under Mortgage with Private Power of Sale; to include all communications and actions relevant to complete the notice.
3. \$400.00 to prepare Notice of Sale and send Notices to Junior Creditors and all communications with Mortgagee(s) /Mortgagor(s) and junior creditors.
4. \$500.00 attend the sale, prepare the Mortgagee's Deed and Certificate of Sale; to include all communications and actions relevant to complete the sale.
5. \$150.00 prepare notice of Postponement or Cancellation of Sale if necessary.
6. \$450.00 to prepare Residential Workout Mortgage and Notice; to include all communications and activities relevant to the completion of the action.
7. \$500.00 for attending regular or special Board meetings with preparation of accurate and error free minutes per meeting, with meetings not to exceed 2.0 hours.


Note: Legal counsel will forward draft board minutes to **GHC** no later than 7 working days before board meetings; **GHC** will then forward all final minutes to the board no later than 5 working days before board meetings.

Costs such as Copying, OER/PTRs, Appraisals, Publications, Mailing and Posting associated with foreclosures shall be borne by **GHC**.

A five percent (5%) charge will be assessed to the legal counsel's firm if invoices are not submitted in a timely manner on or before the 10th day of each month.

All other legal services shall be charged \$205.00 per hour.

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22-0128 

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GUAM HOUSING CORPORTION


EDITH C. PANGELINAN

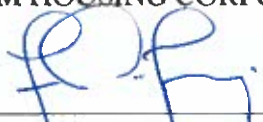
President
Dated: 3/8/22

LAW OFFICE OF
JACQUES G. BRONZE, P.C.



JACQUES G. BRONZE

Attorney
Dated: 3/4/22


ATTEST:
GUAM HOUSING CORPORATION


FRANCISCO A. FLORIG
Chairman, Board of Directors
Dated: 3/9/22


CERTIFIED FUNDS AVAILABLE: \$40,000.00
GUAM HOUSING CORPORATION


ALYSIA I. LEON GUERREO
Certifying Officer
Dated: 3/8/2022

APPROVED AS TO FORM & LEGALITY:
OFFICE OF THE ATTORNEY GENERAL


LEEVIN T. CAMACHO
Attorney General of Guam
Dated: 7/15/22
GHC 22-0128

OFFICE OF THE GOVERNOR OF GUAM


HONORABLE LOURDES A. LEON GUERRERO
Governor of Guam
Dated: 7/20/2022

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