



GOVERNMENT OF PUERTO RICO
Department of Housing

Amendment A

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

AMENDMENT A
TO
AGREEMENT FOR PUBLIC RELATIONS SERVICES
Contract No. 2019-DR0002



This **AMENDMENT A TO THE AGREEMENT PUBLIC RELATIONS SERVICES** (this "First Amendment"), is entered into as of the 19 day of September, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("PRDOH"), a public agency and instrumentality of the Government of Puerto Rico, created under Act No. 97, dated June 10, 1972, as amended, the Department of Housing Organic Act ("Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. Fernando A. Gil-Enseñat, of legal age, attorney, married, and resident of Guaynabo, Puerto Rico; and **PUBLICIDAD TERE SUAREZ, LLC** (hereinafter the "Contractor"), with principal offices in Hostos Avenue 466, San Juan, Puerto Rico, herein represented by Teresa Suárez Castro, in her capacity as President, of legal age, married and resident of Guaynabo, Puerto Rico, duly authorized by Resolution by the Contractor.

RECITALS

WHEREAS, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2019-DR0002, for the performance of public relations services in connection with the CDBG-DR Program (the "Agreement").

WHEREAS, the PRDOH and the Contractor, agreed that, for allowable Public Relations Services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **FIVE MILLION, ONE HUNDRED AND THIRTY THREE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$5,133,560.00)**; to the Contractor from **ACCOUNT NUMBER R01A01 ADM-DOH-NA 4190-10-000**. This Amendment does not change the original payment amount.

WHEREAS, said original 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 in May 9, 2021. This Amendment does not change the original term.

WHEREAS, through the life of the original Agreement, the PRDOH has encountered the need to revise the organizational chart required by the Request of Proposal (RFP) CDBG-DR-RFP-2018-08 for public relations, because it does not specify relevant positions for creative and marketing activities, which are key aspects of the daily CDBG-DR Program requirements.

WHEREAS, the parties wish to amend the Agreement and become subject to the terms of the Agreement and this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the document, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby agree as follows:

I. **AMENDMENT:**

- A. The parties intend to replace the **Attachment D: Exhibit P Cost Form** of the Agreement. The new **Attachment D: Exhibit P Cost Form** is a restructuration of the organizational chart stated on the awarded Contract. The new **Attachment D** is incorporated into the Agreement by reference and is hereby made part of the Agreement. (**Attachment 1** of this Amendment)

[Handwritten signature]

B. All other terms and conditions of the Agreement remain unchanged.

C. Each party represents that the person executing this First Amendment has the necessary legal authority to do so on behalf of the respective party.

II. 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.

III. 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 this Amendment 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 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.

IV. FEDERAL FUNDING

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

V. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to the Contractor that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with the Agreement, as amended, including any unapproved expenditures. The Contractor must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to the Contractor.

VI. OVERPAYMENT

The Contractor shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under the Agreement, as amended. The Contractor shall reimburse such disallowed costs from funds other than those the Contractor received under the Agreement, as amended.

VII. SUBROGATION

The Contractor acknowledges that funds provided through the Agreement are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement 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, for any reason.

VIII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amended Agreement to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this

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Amended Agreement and any subsequent amendment hereto. The services object of this Agreement may not be invoiced or paid until this Agreement 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.

IX. ENTIRE AGREEMENT


The Agreement and all its attachments and this Amendment represent the entire and integrated agreement between PRDOH and the Contractor and supersede all prior or contemporaneous proposals, negotiations, representations, agreements and/or understandings of any kind, whether electronic, oral, or written between the Parties with respect to the Agreement and this Amendment.

The Contractor shall comply and fulfill all terms, conditions, and clauses agreed upon on the Agreement and this Amendment, even when not included specifically in this Amendment. The Contractor shall comply with all applicable federal, state or local rules, regulations, or policies relating to CDBG-DR and CDBG program services even when not included specifically on this Amendment.

X. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

In the event that participating entities are consolidated or merged with another entity or agency, the Contractor will notify PRDOH of such action within a **fifteen (15) day** period of being notified of it. PRDOH will have **fifteen (15) days** to state its position. With PRDOH's written approval, the Contractor must ensure that the resulting entity becomes responsible for the Contractor's tasks under the legal Agreement and this Amendment. A timeframe of no more than **fifteen (15) days** from the date that any merger or consolidation becomes effective will be provided to make amendments or transitory changes, so that the tasks assigned to personnel at the Contractor under the Agreement and this Amendment are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined in the **Exhibits of the Agreement, as amended**. The Contractor is to provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on the Contractor's duties under the Agreement and this Amendment and make the survival or transfer of those tasks a condition to any merger, consolidation, or dissolution involving the Contractor during the time span of the Agreement and this Amendment.

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.

XII. SEVERABILITY

If any provision of this Amendment shall operate or would prospectively operate to invalidate the Agreement or this Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Agreement and this Amendment shall remain operative and in full effect.

XIII. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

A. Interagency Services Clause: Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which



the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

B. Termination Clause: The Chief of Staff of the Governor (*Secretaría de la Gobernación*) shall have the power to terminate this Agreement at any time.

IN WITNESS THEREOF the parties hereto executive this **Amendment A** in San Juan, Puerto Rico, on the above written date.

DEPARTMENT OF HOUSING

PUBLICIDAD TERE SUAREZ, LLC



Hon. Fernando A. Gil-Enseñat
Secretary



Tere Suarez Castro
President
DUNS Number: 04-441-8577

Exhibit P
COST FORM
Request for Proposals
Public Relations Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-08

Name of Proposer: Publicidad Tere Suárez

PROGRAMS MANAGEMENT AND ADMINISTRATION (MAXIMUM PER MONTH)

Position	Qty. of Resources [A]	Max. Hours Per Month Per Resource [B]	Rate Per Hour [C]	Max. Monthly Cost [D = AxBxC]
Account Executive/Art Director	1	173	\$150.00	\$25,950.00
Senior Account Executive	2	173	\$90.00	\$31,140.00
Translator/Editor	2	160	\$85.00	\$27,200.00
Graphic Designer	2	160	\$50.00	\$16,000.00
Assistant	5	173	\$35.00	\$30,275.00
Maximum Monthly Cost				\$130,565.00
Maximum Annually Cost				\$1,566,780.00
Maximum Cost of Services for 2 Years (24 Months)				\$3,133,560.00
Allowance for Additional Services				\$2,000,000.00
Total Proposal Cost				\$5,133,560.00

Notes on Proposal Cost

- (1) The Total Proposal Cost represents the potential total cost for the services, including the contract allowance for additional services as indicated in the Scope of Services.
- (2) Services will be provided on an on-call basis by the contractor. Therefore, there could be months where the estimated monthly cost is less or more than that stated in the estimate. The contract is expected to function as a not-to-exceed contract from which services will be invoiced based on actual hours worked by each resource.
- (3) The Rate per Hour cost includes fringe benefits, travel, general and administrative, among other overhead costs and profit related to the positions referenced. The overhead includes all cost related to accomplish the required service each position will be responsible for.
- (4) Estimated costs for each position should not be interpreted as a cap of costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the PRDOH

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