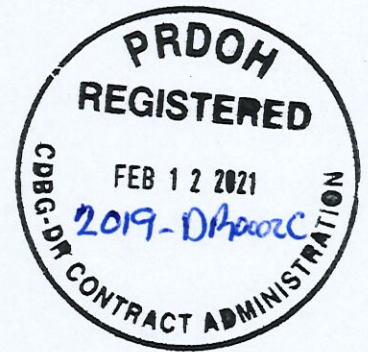




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT C TO AGREEMENT FOR  
PUBLIC RELATIONS SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
PUBLICIDAD TERE SUÁREZ, LLC  
Contract No. 2019-DR0002**



*WRR*  
*WORR*  
**THIS AMENDMENT C TO AGREEMENT FOR PUBLIC RELATIONS SERVICES**, (hereinafter referred to as the "Amendment") is entered into in San Juan, Puerto Rico, this 12 day of February, 2021, 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 **PUBLICIDAD TERE SUÁREZ, 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 (collectively, the Parties).

**RECITALS AND GENERAL INFORMATION**

**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**, the Agreement was amended on September 19, 2019 through Amendment A, registered as Contract No. 2019-DR0002A, to replace Attachment D: Exhibit P Cost Form as well as a to conform the Agreement to federal, state, and local regulations and statutes. Neither the amount, account, nor period of performance were modified in Amendment A.

**WHEREAS**, the Agreement was also amended on September 11, 2020 through Amendment B, registered as Contract No. 2019-DR0002B, to clarify that the Contractor could continue to perform tasks contained in its Scope of Services, included as Attachment C of the Agreement extensive to activities leading to development and approval of the Action Plan for the Community Development Block Grant for Mitigation (**CDBG-MIT**). Neither the amount, account, nor period of performance were modified in Amendment B.

**WHEREAS**, the parties intend to amend the Agreement to implement a new staff organization to maximize Contractors efforts to a more productive, cost-efficient and creative output. This Amendment C will replace the Key Staff of the Attachment C (Scope of Services) and Attachment D: Exhibit P Cost Form.



**WHEREAS**, the reorganization does not entail an alteration to the original amount of the contract. However, it does require a budget restructure in order to implement and execute the CBDG-DR Programs proposed media campaign.

**WHEREAS**, the parties also intend to amend the Agreement to extend the performance period until July 31, 2021.

**WHEREAS**, this Amendment C 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 C.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

**I. AMENDMENT:**

- A. The Parties agree to replace the **Key Staff of Section 3.1.2.** of the **Attachment C** (Scope of Services) of the Agreement with a modified **Key Staff** hereto incorporated by reference into the Agreement and this Amendment and made part of the Agreement and Amendment C (**Exhibit 1 of this Amendment**).
- B. The Parties agree to replace **Attachment D: Exhibit P Cost Form** of the Agreement with a modified **Attachment D: Exhibit P Cost Form** hereto incorporated by reference into the Agreement and this Amendment and made part of the Agreement and Amendment C (**Exhibit 2 of this Amendment**).
- C. The Parties agree to amend **Article II. TERM OF AGREEMENT, Section A** to extend the Term of the Agreement as follows:
- A. *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 May 9, 2021. The Parties agree to extend the period of performance period until **July 31, 2021**.*
- D. The Parties wish to update PRDOH's information on **Article XVII. Notices** of the Agreement as follows:

To: PRDOH

William O. Rodríguez Rodríguez, Esq.  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR 00918

E. The Parties agree to replace **paragraph 6** in **Article X. TERMINATION**, as follows:

*6. Period of Transition: Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.*

F. The Parties agree to add a new **Article LV. CONSOLIDATIONS, MERGERS, CHANGE OF NAME OR DISSOLUTIONS**, as follows:

**LV. CONSOLIDATIONS, MERGERS, CHANGE OF NAME OR DISSOLUTIONS**

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

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

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


V. **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.


#### 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 to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment and any subsequent amendment hereto. 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.

#### IX. 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.

#### X. 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.

#### 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 shall be null and void.


[Remainder of page left blank intentionally]



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

PUERTO RICO DEPARTMENT OF HOUSING

PUBLICIDAD TERE SUÁREZ, LLC

  
William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Feb 12, 2021 14:37 AST)

**William O. Rodríguez Rodríguez, Esq.,**  
Secretary



**Teresa Suárez Castro**  
President  
DUNS No. 044418577

WDRR  
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EXHIBIT 1

KEY STAFF

PUBLICIDAD TERE SUÁREZ, LLC.

I. Roles & Description:

Role	Description
Creative Strategist Director	<ul style="list-style-type: none"><li>Develop a cohesive creative campaigns for PRDOH</li><li>Manage &amp; supervise creative team</li><li>Ensure creativity of all projects</li><li>Lead brainstorming sessions</li><li>Shape brand standards</li><li>Generate creative ideas</li><li>Create visually communicative designs</li><li>Manage projects and works within a budget</li><li>Responsible to actively manage Communication Master Log tool and make status updates in a daily basis</li><li>Oversees the operational planning, establishment, execution and evaluates activities</li><li>Creative Direction for campaigns and production</li></ul>
General Manager	<ul style="list-style-type: none"><li>Oversees PRDOH operational planning, establishment, execution and evaluates activities</li><li>Serves as the Point of Contact (POC), Project Manager &amp; liaison with PRDOH on operational matters</li><li>Provides day to technical guidance and leadership as appropriate to the area of expertise</li><li>Handles all administrative aspect of activities &amp; strategies</li></ul>

<b>Strategic Comm. Achiever</b>	<ul style="list-style-type: none"><li>• Responsible for strategist ideas,</li><li>• Gather key business and user insights for a long-term vision of the objectives.</li><li>• Set goals, determine actions to achieve goals, and mobilize resources to execute actions.</li><li>• Design and implement marketing strategies aligned with PRDOH targets.</li></ul>
<b>Strategic Media Director</b>	<ul style="list-style-type: none"><li>• Responsible for the design and implementing social and traditional media (offline and online) strategy to align with PR DOH goals.</li><li>• Setting specific objectives. Working with Department teams to evaluate and approve opportunity to growth in the market.</li><li>• Build and maintain good relationship with media outlets.</li><li>• Control costs to maximize revenue.</li><li>• Media negotiations.</li><li>• Budget for long term planning.</li><li>• Innovative strategies to boost creative campaign and ensure profitability.</li><li>• Supervise media plan focusing on the longer-term objectives with response to metrics identifying and understanding target audiences. Strategist ideas for a long-term vision of the objectives.</li></ul>
<b>Senior Account Executive</b>	<ul style="list-style-type: none"><li>• Handles all aspects of different PRDOH outreach activities and strategies in order to manage public image</li><li>• Draft &amp; distributes press releases, fact sheets &amp; media invites</li><li>• Address concerns and responds to issues and conflicts as they arise</li><li>• Support the handles of all administrative aspect of activities &amp; strategies</li></ul>
<b>PR Senior Account Executive</b>	<ul style="list-style-type: none"><li>• Handles all aspects of different PR activities and strategies in order to manage PRDOH public image</li><li>• Draft &amp; distributes press releases, fact sheets &amp; media invites</li><li>• Address concerns and responds to issues and conflicts (crisis management)</li></ul>
<b>Media Planner/ Buyer</b>	<ul style="list-style-type: none"><li>• Produce action plans for advertising campaigns from pre-defined marketing objectives.</li></ul>



	<ul style="list-style-type: none"><li>• Select media platforms that best suit PRDOH the brand that will be advertised.</li><li>• Produce financial and media plans and forecasts.</li><li>• Analyze data and design strategies to reach target audience in the most effective way.</li><li>• Determining the most effective media mix to display ads.</li><li>• Coordinate, monitor and evaluate media campaigns and strategies</li><li>• Negotiate the best media rates and purchase the media.</li><li>• Digital and media reports</li><li>• Review actual expenses vs approved budget</li></ul>
Translator / Editor	<ul style="list-style-type: none"><li>• Responsible for taking a client's advertising brief and generating original copy ideas that grab the attention of the target audience.</li><li>• Create straplines, slogans, body copy, jingles, and scripts.</li><li>• Research   Edit   Proofread and translate content</li><li>• Adhere to requisite linguistic guidelines</li><li>• Work with in-house teams, communicate &amp; provide feedback</li><li>• Identify any content that requires rewriting</li><li>• Enhance translation and flow</li><li>• Create posts to attract customers</li><li>• Assist with the FB monitoring &amp; community management</li></ul>
Digital Copy	<ul style="list-style-type: none"><li>• Responsible for creating writing publishing and administering content that is up to date with all program developments on all social media platforms, such as Facebook, Instagram, and Twitter, to build an audience and ensure customer engagement.</li><li>• Monitor site metrics, respond to reader comments, and oversee creative design.</li><li>• Formulation of responses for validation with PRDOH.</li><li>• Design and implement social media strategy to align with PRDOH goals.</li><li>• Setting specific objectives.</li><li>• Develop, compile implement and maintain and updated social media calendar</li></ul>

	<ul style="list-style-type: none"><li>• Creative direction from the social media point of view in video production</li><li>• Assist the Production Team</li></ul>
<b>Social &amp; Graphic Designer</b>	<ul style="list-style-type: none"><li>• Produce online graphic content   Pages</li><li>• Design graphic material and attracts consumers via social media.</li><li>• Produce content to be posted online.</li><li>• Increase traffic and appeal to target audiences.</li><li>• Design and create posts and pages to attract customers.</li><li>• Use programming skills to build pages and applications</li><li>• Assist Graphic Designer with any support they may need in designs</li><li>• Assist the Production Team Enhance translation and flow</li></ul>
<b>Art Director</b>	<ul style="list-style-type: none"><li>• Illustrates concepts by designing rough layout of art and copy</li><li>• Create visually communicative designs</li><li>• Coordinate with outside partners all art, designs, graphics, and aesthetic concepts</li><li>• Postproduction of film in a creative way</li><li>• Responsible for editing and assembling recorded raw material into a suitable, finished product ready for broadcasting. The material may include camera footage, dialogue, sound effects, graphics, and special effects.</li><li>• Responsible for recording live events and small-scale video productions editing and assembling video raw material</li></ul>
<b>Video / Editor / Photo</b>	<ul style="list-style-type: none"><li>• Illustrates concepts by designing rough layout of art and copy</li><li>• Create visually communicative designs</li><li>• Coordinate with outside partners all art, designs, graphics, and aesthetic concepts</li><li>• Postproduction of film in a creative way</li><li>• Responsible for editing and assembling recorded raw material into a suitable, finished product ready for broadcasting. The material may include camera footage, dialogue, sound effects, graphics, and special effects.</li></ul>

	<ul style="list-style-type: none"><li>Responsible for recording live events and small-scale video productions editing and assembling video raw material</li></ul>
Community Manager	<ul style="list-style-type: none"><li>Responsible for managing the FB page on a daily basis</li><li>Responds to comments and customer queries in a timely manner.</li><li>Engage with potential customers and build relationships with existing ones.</li><li>Focus on gauging sentiment around the brand, using social listening tools in order to monitor feedback and engagement.</li><li>Create and update an FAQ's master document.</li></ul>
Producer	<ul style="list-style-type: none"><li>Responsible for maintaining a budget, negotiating contracts, supervising production staff.</li><li>Coordinate calendars, crew, calls, talents, castings, permits, documentation.</li><li>Collaborate with all members of the production team including Sound Technicians, Copy Writers, Actors, and Film Producers.</li><li>Supervise post-production-like editing and sound mixing</li></ul>
Traffic Manager	<ul style="list-style-type: none"><li>Responsible for managing the flow of work to ensure that jobs are completed on time for publication or broadcast.</li><li>Assign design and programming staff their tasks. Re-prioritize tasks as needed.</li><li>Manage staff deadlines</li><li>Follow up with staff where needed to keep them accountable.</li><li>Ensure that ads are completed within budget</li><li>Prepare budget estimates   Daily schedules</li><li>Build and maintain good relationship with suppliers</li><li>Supervise signage and other printing materials</li></ul>
Assistant	<ul style="list-style-type: none"><li>Supervise social media content, press releases and emails in conjunction with PRDOH</li><li>Receive briefs and open jobs on the system for a proper follow up</li><li>Prepares report &amp; presentations</li><li>Supports Group as needed</li></ul>

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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 LLC

PROGRAMS MANAGEMENT AND ADMINISTRATION				(MAXIMUM PER MONTH)
Position	Qty. of Resources [ A ]	Hours Per Month Per Resource [ B ]	Rate Per Hour [ C ]	Max. Monthly Cost [ D = AxBxC ]
Creative Strategist Director	1	20	\$150.00	\$3,000.00
General Manager	1	120	\$150.00	\$18,000.00
Senior Account Executive	1	173	\$90.00	\$15,570.00
PR Senior Account Executive	1	65	\$90.00	\$5,850.00
Translator/Editor	1	91	\$85.00	\$7,735.00
Translator/Editor	1	50	\$85.00	\$4,250.00
Art Director/Editor	1	50	\$100.00	\$5,000.00
Art Director/Editor	1	140	\$100.00	\$14,000.00
Strategic Comm. Achiever	1	20	\$150.00	\$3,000.00
Strategic Media Director	1	45	\$150.00	\$6,750.00
Media Planner/Buyer	1	90	\$70.00	\$6,300.00
Digital Copy	1	80	\$75.00	\$6,000.00
Social Graphic Designer	1	57	\$55.00	\$3,135.00
Video/Editor/Photo	1	130	\$85.00	\$11,050.00
Community Manager	1	160	\$65.00	\$10,400.00
Producer	1	70	80.00	\$5,600.00
Traffic Manager	1	90	\$45.00	\$4,050.00
Assistant	1	25	\$35.00	\$875.00
Estimated Monthly Cost				\$130,565.00
Estimated Annually Cost				\$1,566,780.00
Estimated Cost of Services				\$2,436,926.00
Estimated Allowance for Additional Services				\$2,426,970.60
Estimated Commission				\$269,663.40
Not to exceed contract				\$5,133,560.00

Proposer's Initials: CS

**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.

CS  
Contractor Signature

2/11/21  
Date

Tere Suárez Castro  
Contractor Printed Name









# Amendment C Tere Suarez LLC

Final Audit Report

2021-02-12

Created:	2021-02-11
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAShm8HmEZaL9IHLozFR9jrHcDSBpLZJFb

## "Amendment C Tere Suarez LLC" History

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-  Email viewed by TERE SUAREZ (suarez@teresuarez.com)  
2021-02-12 - 3:10:42 AM GMT- IP address: 66.102.8.9
-  Document e-signed by TERE SUAREZ (suarez@teresuarez.com)  
Signature Date: 2021-02-12 - 3:15:50 AM GMT - Time Source: server- IP address: 162.210.43.174
-  Document emailed to William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov) for signature  
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