



COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
AMENDMENT A TO
AGREEMENT FOR TRANSLATION SERVICES
Contract No. 2019-DR0052



This **AMENDMENT A TO THE AGREEMENT FOR TRANSLATION SERVICES** (this "First Amendment" or "Amendment"), is entered into as of the 13 day of December, 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 **RED DE INTERPRETES, TRADUCTORES Y ASOCIADOS "R.I.T.A., INC."** (hereinafter the "Contractor"), with principal offices in Ave. Winston Churchill 138 PMB 628, San Juan, Puerto Rico, herein represented by Diana M. Bravo, in her capacity as Operation Manager, of legal age, married, and resident of San Juan, 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-DR0052, for translation services in connection with the CDBG-DR Program (the "Agreement").

WHEREAS, the PRDOH will pay the Contractor for allowable translation services performed during the term of the Agreement a maximum amount not to exceed **ONE HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED FORTY EIGHT DOLLARS (\$169,848.00)**; **Account Number: R01A01ADM-DOH-NA 4190-10-000**.

WHEREAS, the Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of the Agreement will be for a performance period of **thirty six (36) months**, ending in June 25, 2022. This Amendment does not affect the term nor the amount of the Agreement.

WHEREAS, the parties wish to amend the Agreement and become subject to the terms of the Agreement and this First Amendment (**Attachment 1** of this 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 B: Payment Schedule** of the Agreement. The New **Attachment B: Payment Schedule** is incorporated into the Agreement by reference and is hereby made part of the Agreement. (**Attachment 2** of this Amendment).
- B. The parties intend to replace paragraph B of Section VII. OWNERSHIP AND USE OF DOCUMENTS with the following:

B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

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

D. 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. DISSALLOWED AND INELEGIBLE COSTS

a. 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. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under the Agreement, as amended.

b. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.

III. PERFORMANCE WARRANTY

a. CONTRACTOR warrants that it will perform all work and provide all Deliverables under the Agreement, as amended, in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

b. CONTRACTOR warrants that all Deliverables it completes under the Agreement, as amended, shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.

c. If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under the Agreement, as amended, PRDOH may require CONTRACTOR, at its sole expense, to:

1. repair or replace Deliverables that do not meet specifications;
2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
3. pay liquidated damages for any past due Deliverable; and
4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Agreement, as amended.

IV. NOTIFICATION OF SUBCONTRACTS

CONTRACTOR shall notify and provide a copy of any and all subcontracts related to the Agreement, as amended, and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

V. CONSOLIDATIONS, MERGERS, OR DISSOLUTION

In the event that Contractor is consolidated or merged with another entity or agency, 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 Contractor's tasks under the Agreement, as amended. 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 Contractor under the Agreement, as amended, 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 Exhibits attached to the original Agreement. 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 Contractor's duties under the Agreement, as amended, and make the survival or transfer of those tasks a condition to any merger, consolidation, or dissolution involving Contractor during the time span of the Agreement, as amended.

VI. 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.

VII. 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 Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

VIII. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to 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. CONTRACTOR must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to CONTRACTOR.

IX. OVERPAYMENT

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. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under the Agreement, as amended.

X. 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.

XI. 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.

XII. 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.


XIII. 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.

XIV. SEVERABILITY

If any provision of this Amendment is held invalid, the remainder of the Amendment shall not be affected thereby, and all other parts of this Amendment shall nevertheless be in full force and effect.

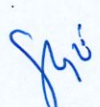
XV. COUNTERPARTS

 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.

XVI. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of the Agreement, as amended, related to the following subjects shall survive the termination or expiration of the 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 and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of the Agreement, as amended, shall so survive.

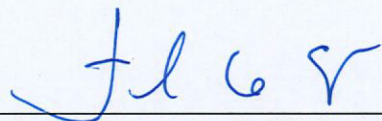
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IN WITNESS THEREOF the parties hereto executive this Amendment A in San Juan, Puerto Rico, on the above written date.

DEPARTMENT OF HOUSING

**RED DE INTERPRETES, TRADUCTORES Y
ASOCIADOS "R.I.T.A., INC."**



Hon. Fernando A. Gil-Enseñat
Secretary



Diana M. Bravo Hernández
Operations Manager
DUNS Number: 117072085



REC. 411119
MTL

ATTACHMENT 1

October 31, 2019

Fernando A. Gil-Enseñat, Esq.
Secretary

Dennis G. Gonzalez-Ramos, PE MEM
Disaster Recovery Deputy Secretary
CDBG-DR Program

Maytte Texidor-López, Esq.
Legal Director
CDBG-DR Program

Lucille Marqués Pacheco, Esq.
Deputy Director of Compliance & Regulations
CDBG-DR Program

Visto Bueno

Fernando A. Gil Enseñat
Secretario

Re: Need to amend the Agreement between PRDOH and R.I.T.A.

Dear Secretary Gil-Enseñat:

After the procurement of translation services under the Small Purchase Procurement Method, the Puerto Rico Department of Housing (PRDOH) and "Red de Intérpretes, Traductores y Asociados, Inc. (R.I.T.A.)" signed an Agreement for Translation Services on **June 25, 2019** (the Agreement) for **a period of thirty-six (36) months**, ending in **June 25, 2022**. Such agreement consisted of the translation, revision and proofreading of vital documents of all CDBG-DR programs for a maximum fixed price of **\$169,848.00**.

According to the Contract Breakdown, the total contracted amount (at a rate of \$0.14 per word¹) was the following:

Type of Document	Contracted Amount
Action Plan	\$ 5,628.00
Program Guidelines	\$79,800.00

¹ For translation delivered in ten (10) business days. The rate for expedite translations (less than ten (10) business days) is \$0.17 per word.



SOP	\$29,400.00
MOU	\$38,220.00
Newsletter	\$ 7,560.00
Forms	\$ 4,200.00
Website	\$ 5,040.00

As of August 31, 2019, **99.2%** of the contracted amount for the Action Plan item has been spent, as well as **96.4%** of the contracted amount for the Forms items (See table below). Also, during these past months, the Program has required the translation of eight (8) program guidelines (some of which already have had to be amended); over sixty (60) program documents and/or notifications of the programs that have already launched²; and other guidelines like Procurement Packages and Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA). The majority of these translations have been requested to be delivered in less than ten (10) business days (expedited) in order to be able to meet program launch schedules and deadlines.

On the other hand, please note that approximately \$80,220.00 of the Contract Breakdown was assigned to other items such as SOPs, MOUs, Newsletters and Website content. Such amount represents a **47.23%** of the total contracted amount and is yet to be spent.



Type of Document	Contracted Amount	Total to date (August 31, 2019)	% of contracted amount spent to date
Action Plan	\$ 5,628.00	\$5,583.69	(99.2%)
Program Guidelines	\$79,800.00	\$13,699.68	(17.2%)
SOP	\$29,400.00	-	-
MOU	\$38 220.00	-	-
Newsletter	\$ 7,560.00	-	-
Forms	\$ 4,200.00	\$4,050.00	(96.4%)
Website	\$ 5,040.00	-	-
		\$23,334.04	

As we have experienced, during the life of a CBDG-DR program the need to amend program guidelines, create and/or amend procedures, create and/or amend program documents, agreements, tables and forms have arisen due to different factors.³

² Programs launched to date: R3, Title Clearance, Housing Counseling, LIHTC, Municipal Recovery Planning, Whole Community Resilience Planning, Tourism and Business Marketing Program, and FEMA Coordination.

³ To address program needs and/or public concerns/comments, revise the processes, adopt and implement new HUD regulations published in new Federal Registers, among other factors.



Consequently, pursuant to clause **IV(C)** of the aforementioned Agreement⁴ -and with the purpose of being able to continue translating vital CDBG-DR program documents- it is essential to reassign the remainder of \$80,220.00 of the Contract Breakdown items currently allocated to SOPs, MOUs, Newsletters and Website items into a sole category of "Program Documents". The latter, with the remainder quantity of \$150.00 of Forms. Thus, leaving a remainder of \$80,370.00 of budget that, reclassified, would ease the contract management of translation services and allow PRDOH to request these services without being limited to the contracted amount for each document type item.

CDBG-DR's Legal Department is fully committed to support PRDOH responsibility to assist all residents of Puerto Rico who don't fully understand the English language. Therefore, amending the Agreement will also aid in CDBG-DR's obligation to comply with Title VI of the Civil Rights Act of 1964, as well as with Executive Order No. 1316 issued on August 11, 2000 by ensuring a non-English based outreach with the translation of vital documents.

⁴ Clause IV (C) of the Agreement states the following:

"Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require on amendment to this Agreement."

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PAYMENT SCHEDULE
Small Purchase
Translation services

ATTACHMENT 2

Community Development Block Grant – Disaster Recovery
(CDBG-DR)
Puerto Rico Department of Housing

TRANSLATION SERVICES				
Document	Rate per word			
	Regular translation (to be delivered within 10 business days)	Certified translation (to be delivered within 10 business days)	Expedite translation (to be delivered within less than 10 business days)	Expedite - certified translation (to be delivered within less than 10 business days)
CDBG-DR Program Documents, including, but not limited to: Action Plan, Guidelines, Guides, Plans, Manuals, Contracts, Program Guidelines, Forms Newsletters, Reports and others, as they may be required by the PRDOH.	\$0.14	\$0.15	\$0.17	\$0.18



Notes

- (1) Certified translations shall be made by a USCCI or ATA certified translator. This type of translation is used when the document is going to be filed in the Federal Court of Puerto Rico or if it needs to be certified.
- (2) R.I.T.A. does not require advanced payments from PRDOH for their services.
- (3) R.I.T.A. will send a monthly invoice for allowable work performed.
- (4) R.I.T.A. does not have additional charges for the translation of notes, tables, graphics, images, other inserted material, or Power Point presentations. However, documents that contain tables or graphs have an additional rate of \$30.00/hour. No charges will be allowed if the PRDOH submits the document with tables and graphs that are already translated.

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