



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

**AMENDMENT A**  
**TO AGREEMENT FOR**  
**PROGRAM MANAGEMENT SERVICES**  
**BETWEEN THE**  
**PUERTO RICO DEPARTMENT OF HOUSING**  
**AND**  
**INNOVATIVE EMERGENCY MANAGEMENT, INC.**  
**CONTRACT NO. 2020-DR0005**



THIS **AMENDMENT A** TO THE AGREEMENT FOR PROGRAM MANAGEMENT SERVICES, (hereinafter referred to as the "Amendment") is entered into in San Juan, Puerto Rico, this 23 of June, 2020, 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 LPRA § 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 Luis C. Fernández-Trinchet, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **INNOVATIVE EMERGENCY MANAGEMENT, INC.** (hereinafter, the "CONTRACTOR"), with principal offices in 2801 Slater Road, Suite 200, Morrisville, North Carolina 27560, herein represented by Ted Lemcke, in his capacity as Chief Operating Officer, of legal age, married, and resident of Wake Forest, North Carolina, duly authorized by Resolution by the CONTRACTOR.

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on July 15, 2019, the PRDOH and the Contractor entered into an Agreement, which was registered as Contract No. 2020-DR0005, for Program Management Services under the Home Repair, Reconstruction, or Relocation Program (R3 Program) in connection with the CDBG-DR Program (hereinafter, the "Agreement").

**WHEREAS**, the PRDOH and the Contractor agreed that for the program management services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed twenty two million two hundred and eighty thousand one hundred and forty three dollars and sixty cents (\$22,280,143.65) to the Contractor from Account Number: R01H07RRR-DOH-LM 4190-10-000.

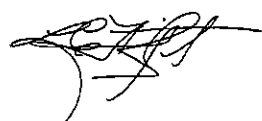
**WHEREAS**, said original Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of the original Agreement will be for a performance period thirty-six (36) months, ending in July 14, 2022. This Amendment A does not change the original term.

**WHEREAS**, the original Agreement considered the Contractor to process one thousand five hundred (1,500) applications under the R3 Program.

**WHEREAS**, the R3 Program will soon reach the point where Contractor will reach the one thousand five hundred (1,500) Eligible Applications Notifications included in the contract.

**WHEREAS**, applications beyond the one thousand five hundred (1,500) Eligible Applications Notification cannot be processed under the current Agreement and may not be payable by the PRDOH if processed.

**WHEREAS**, in order for Contractor to continue processing applications beyond the one thousand five hundred (1,500) applications, the Agreement must be amended to increase the contract amount.

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**WHEREAS**, related to the increase in processing applications are the appraisals of home market value, which also need to be increased.

**WHEREAS**, PRDOH intends to increase the task of processing applications by five hundred (500) applications and the appraisals of home market value by four hundred (400). This results in an increase to the compensation schedule of four million six hundred and ninety nine thousand seven hundred eighty dollars (\$4,699,780.00), which will result in an increase of the original contract amount to twenty six million nine hundred and seventy nine thousand nine hundred and twenty three dollars with sixty five cents (\$26,979,923.65).

**WHEREAS**, the cost structure for the "Program Management & Administration Task" shall be amended in order to clarify that the Agreement is not a "cost-plus-a-percentage-of-cost" contract.

**WHEREAS**, PRDOH is including certain state and federal requirements that the Contractor must follow in order to comply with CDBG-DR regulations, guidelines and policies established by the PRDOH.

**WHEREAS**, it is the intention of the Parties that this Amendment is not intended to effect 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.

**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. SAVINGS CLAUSE

The information included in this **Amendment A** serves the purpose of conforming the Agreement to federal and state regulations and statutes as set forth in the sections below, in addition to modifying the Agreement exhibits, including the Budget and Scope of Work. All provisions of the original Agreement shall continue to be in full force and effect.

### III. SCOPE OF AMENDMENT

The PRDOH and the Contractor have agreed to enter into this Amendment with the purpose of conforming the Agreement to federal and state regulations and statutes. Additionally, the parties have agreed to modify the exhibits of the Agreement.

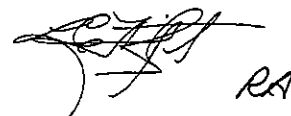
### IV. AMENDMENTS<sup>1</sup>

A. The parties agree to replace **Article I, TYPE OF CONTRACT, Contract Type** as follows:

**Contract Type:** *This is a labor-hours contract for the General Program and Administration Task and per unit for the other tasks as set forth in this Agreement. CONTRACTOR shall submit monthly invoices to the PRDOH based on the Compensation Schedule (**Attachment D**) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.*

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<sup>1</sup> For easier review, amendments will appear in italics throughout the document.

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B. The parties agree to replace **Attachment D** (Compensation Schedule) of the Agreement with a modified **Attachment D** hereto incorporated by reference into the Agreement and this Amended Agreement and made part of the Agreement and Amended Agreement. (**Attachment 1 of this Amendment**).

C. The parties agree to include the following clause in **Article III. Scope of Services**.

E. Before beginning any task related to the additional applications, the Contractor must obtain prior authorization from the PRDOH. The PRDOH will issue a **Notice to Proceed** authorizing the Contractor to continue with the work related to this amendment.

D. The parties agree to replace **Article IV. COMPENSATION AND PAYMENT** with the following:

**IV. COMPENSATION AND PAYMENT**

A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.

B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to **TWENTY SIX MILLION NINE HUNDRED AND SEVENTY NINE THOUSAND NINE HUNDRED AND TWENTY THREE DOLLARS WITH SIXTY FIVE CENTS (\$26,979,923.65)**; Account Number: R01H07RRR-DOH-LM.

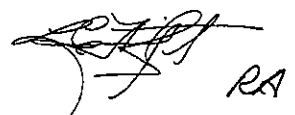
C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment B** and **Attachment C**.

D. 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 an amendment to this Agreement.

E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.

F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.

G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities



under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.

- H. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- I. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
- J. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

**"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."**

- E. The parties agree to amend **Article IX. NON-DISCLOSURE AND CONFIDENTIALITY** to add a new paragraph F as follows:

F. The CONTRACTOR specifically agrees to be bound by the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which is herein included and made integral part of this Agreement, as it may be updated from time to time;

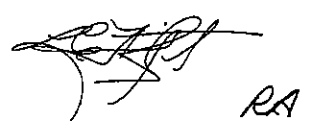
- F. The parties agree to amend the Parties' notice information in **Article XVII. NOTICES** as follows:

To: PRDOH

Luis C. Fernández Trinchet, Esq., CFA  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR 00918

To: IEM

Attn: Jeannine Williams  
2014 S. Tollgate Road, Suite 206  
Bel Air, MD 21015



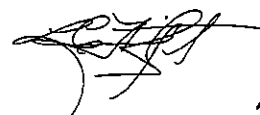
G. The parties agree to replace **Article XIX. SUBCONTRACTS** with the following:

**XIX. SUBCONTRACTS**

- A. General:** All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.
- B. Specific Requirements:** All subcontracts shall contain provisions specifying:
- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
  - ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
  - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
  - iv. That the subcontractor specifically agrees to be bound by the NON-DISCLOSURE AND CONFIDENTIALITY clause set forth in this Agreement and the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is herein included and made integral part of this Agreement, as it may be updated from time to time;
  - v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
  - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.
- C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.
- D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- E. Notification:** CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

H. The parties agree to add the following paragraphs to **Article XX. SECTION 3**  
**CLAUSE:**

- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b)

  
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requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. The Contractor agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

I. The parties agree to replace **Article XXVI. SUSPENSION AND DEBARMENT** with the following:

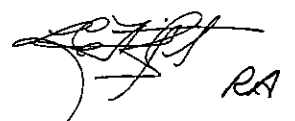
**XXVI. SUSPENSION AND DEBARMENT**

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B. The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. The parties agree to replace **Article XXXIX. MODIFICATION OF AGREEMENT** with the following:

**XXXIX. MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic



policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

K. The parties agree to add a new **Article XLVII. PERFORMANCE WARRANTY** as follows:

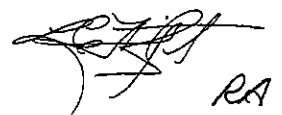
**XLVII. PERFORMANCE WARRANTY**

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract 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 this Contract 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 this Contract, 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 Contract.

L. The parties agree to add a new **Article XLVIII. SOLID WASTE DISPOSAL ACT** as follows:

**XLVIII. SOLID WASTE DISPOSAL ACT**

- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)- designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.



2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

- a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
- b. procuring solid waste management services in a manner that maximizes energy and resource recovery;
- c. and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. The parties agree to add a new **ARTICLE XLIX. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS** as follows:

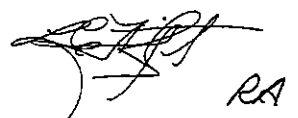
**XLIX. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS**

In the event that participating entities are 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, CONTRACTOR must ensure that the resulting entity becomes responsible for CONTRACTOR's tasks under this legal agreement. 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 this Agreement 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 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 this Agreement and make the survival or transfer of those in **Attachments D and E**. CONTRACTOR is to tasks a condition to any merger, consolidation, or dissolution involving CONTRACTOR during the time span of this Agreement.

N. The parties agree to add a new **Article L. FEDERAL FUNDING** as follows:

**L. FEDERAL FUNDING**

The fulfillment of this Agreement is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Agreement must be





made in accordance with this Agreement, 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.

- O. The parties agree to add a new **Article LI. RECAPTURE OF FUNDS** as follows:

**LI. 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 this Agreement, including any unapproved expenditures. CONTRACTOR must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to CONTRACTOR.

- P. The parties agree to add a new **Article LII. OVERPAYMENT** as follows:

**LII. OVERPAYMENT**

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

- Q. The parties agree to add a new **Article LIII. ORDER OF PRECEDENCE** as follows:

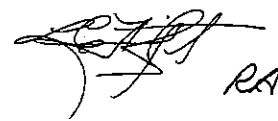
**LIII. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (Attachment F), the Scope of Work (Attachment C), the Compensation Schedule (Attachment D), and lastly, the CONTRACTOR's proposal (Attachment B).

- R. The parties agree to add a new **Article LIV. SURVIVAL OF TERMS AND CONDITIONS** as follows:

**LIV. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: 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 this Agreement shall so survive.*

#### V. GOVERNING LAW JURISDICTION

The Agreement, as amended, shall be governed by, interpreted, and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of the Agreement, as amended, in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

#### VI. GOVERNMENT CERTIFICATIONS

On March 12, 2020, the Governor of Puerto Rico declared an Island-wide state of emergency in response to the world pandemic of the virus Covid-19 through Executive Order OE-2020-20. On March 15th, the Governor established, through Executive Order OE-2020-23, a curfew and ordered social distancing for all citizens and the closure of all governmental operations, except those related to essential services until March 30, 2020.

On March 30, 2020, the Governor of Puerto Rico executed Executive Order OE-2020-029 with the purpose of extending the duration of an Island-wide lockdown established by Executive Order OE-2020-23 until April 12, 2020, among other measures.

On April 12, 2020, the Governor of Puerto Rico executed Executive Order OE-2020-033 with the purpose of continuing the Island-wide lockdown established by Executive Order OE-2020-29 until May 3, 2020. On May 1, 2020, through OE-2020-038, the Governor extended the lockdown and specified that non-essential employees of Government agencies shall continue to work remotely until May 25, 2020.

Finally, on May 21, 2020, the Governor issued Executive Order OE-2020-041 extending the lockdown until June 15, 2020 and starting the reopening of certain sectors. Regarding the Government, employees, to the greatest extent possible, continue working remotely. However, from June 1, 2020, all human resources, finance, budget, and purchase departments shall commence their on-site work.

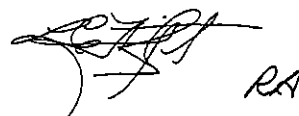
It is thus difficult for citizens, including the Contractor, to obtain certain government certifications. Nonetheless, the Contractor understands that in order to maintain a contractual relationship with the PRDOH, it must submit certain documents and certifications, including:

- a. Certificate of Registration as Employer and Debt Certification for Social Security Insurance for Drivers issued by the Puerto Rico Department of Labor and Human Resources.

Considering the extenuating circumstances through which Puerto Rico and the World is going through, PRDOH will execute this Amendment A to the Contract conditioned to the submission of the aforementioned documents within **sixty (60) days** of the opening of government agencies in Puerto Rico. **Failure to comply with the submission of the aforementioned documents may result in the withholding of reimbursements or the termination of this Agreement.**

#### VII. COMPTROLLER REGISTRY

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

Nonetheless, on April 15, 2020, the Comptroller of Puerto Rico issued Circular Letter OC-20-20 in which the **fifteen (15) day** period to remit a copy of the agreement to the Office of the Comptroller for registration following the execution of the agreement was extended until **fifteen (15) days** after the lockdown is over.

**VIII. ASSIGNMENT OF RIGHTS**

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, contractor, corporation, or other entity without the prior, express, and written consent of the other party.

**IX. NON-WAIVER**

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of the Agreement, as amended, shall not be construed as a waiver of such terms and

**X. ENTIRE AGREEMENT**

This Agreement, as amended, and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations, representations, agreements and/or understandings of any kind. The Agreement, as amended, may be amended only by written document signed by both PRDOH and the CONTRACTOR.

**XI. 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.

**XII. 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.

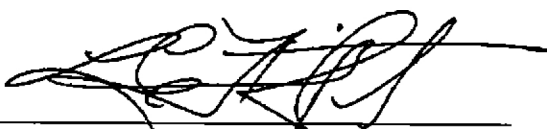
**XIII. SEVERABILITY**

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

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

**PUERTO RICO DEPARTMENT OF HOUSING**

**INNOVATIVE EMERGENCY MANAGEMENT, INC.**

  
\_\_\_\_\_  
Luis C. Fernandez Trinchet, Esq., CFA  
Secretary

*Ryan Ausman*  
\_\_\_\_\_  
Ryan Ausman  
Authorized Representative  
DUNS Number: 601275282

# Revised Compensation Schedule For First Amendment

Program Management Services  
 Innovative Emergency Management, Inc.

## Program Management & Administration Task (Maximum Per Month)

Position	Qty.	Hours / Month	Rate	Cost
Program Manager	1	200	\$ 175.66	\$ 35,132.31
Deputy Program Manager	1	200	\$ 151.87	\$ 30,374.81
Operations Manager	1	200	\$ 150.96	\$ 30,191.82
Regulatory Compliance Officer	1	200	\$ 62.21	\$ 12,442.69
Compliance Officer	1	200	\$ 53.06	\$ 10,612.88
Safety Officers	2	200	\$ 43.92	\$ 17,566.16
Special Inspectors	2	200	\$ 96.06	\$ 38,425.97
<b>Sub-Total Monthly Cost</b>				<b>\$ 174,746.63</b>
<b>Services Total for 3 Years (36 Months)</b>				<b>\$ 6,290,878.85</b>

## R3 Applications Per Unit Tasks (Applications 1 to 1,000)

Task	Qty. Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	1,000	1	\$ 2,606.00	\$ 2,606,000.00
R3 Damage Assessments	1,000	1	\$ 2,290.00	\$ 2,290,000.00
R3 Award Coordination	1,000	1	\$ 1,912.00	\$ 1,912,000.00
R3 Progress Inspections & Payment Requests (by PM)	500	4	\$ 602.00	\$ 1,204,000.00
R3 Progress Inspections & Payment Requests (by Municipality)	500	4	\$ 315.00	\$ 630,000.00
R3 Application Closeout	1,000	1	\$ 480.00	\$ 480,000.00
				<b>\$ 9,122,000.00</b>

## R3 Applications Per Unit Task (Application 1,001 to 3,000)

Task	Qty. Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	1,000	1	\$ 2,553.88	\$ 2,553,880.00
R3 Damage Assessments	1,000	1	\$ 2,244.20	\$ 2,244,200.00
R3 Award Coordination	1,000	1	\$ 1,873.76	\$ 1,873,760.00
R3 Progress Inspections & Payment Requests (by PM)	500	4	\$ 589.96	\$ 1,179,920.00
R3 Progress Inspections & Payment Requests (by Municipality)	500	4	\$ 308.70	\$ 617,400.00
R3 Application Closeout	1,000	1	\$ 470.40	\$ 470,400.00
				<b>\$ 8,939,560.00</b>

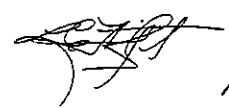
## R3 Applications Per Unit Task (Applications >3,000)

Task	Qty. Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	0	1	\$ 2,527.82	\$ -
R3 Damage Assessments	0	1	\$ 2,221.30	\$ -
R3 Award Coordination	0	1	\$ 1,854.64	\$ -
R3 Progress Inspections & Payment Requests (by PM)	0	4	\$ 583.94	\$ -
R3 Progress Inspections & Payment Requests (by Municipality)	0	4	\$ 305.55	\$ -
R3 Application Closeout	0	1	\$ 465.60	\$ -
				<b>\$ -</b>

## Other Tasks

Task	Quantity	Unit Price	Total Cost
R3 HQS Inspections	500	\$ 600.00	\$ 300,000.00
Appraisal of Home Market Value	1,600	\$ 575.00	\$ 920,000.00
Intake Centers	360	\$ 3,909.68	\$ 1,407,484.80
			<b>\$ 2,627,484.80</b>

**Total Contract Amount: \$ 26,979,923.65**

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