



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

**AMENDMENT C to AGREEMENT FOR
CASE MANAGER SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
FAMILY ENDEAVORS DBA ENDEAVORS, INC**



THIS AMENDMENT C to AGREEMENT FOR CASE MANAGER SERVICES, (hereinafter referred to as "**Agreement**") is entered into in San Juan, Puerto Rico, this 4 of October, 2022, 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 ("Organic 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 **FAMILY ENDEAVORS DBA ENDEAVORS, INC** (hereinafter, "**CONTRACTOR**"), with principal offices in 6363 De Zavala Rd, San Antonio, TX 78249, herein represented by Carlos Cubero Alers, in his capacity as Director of Operations, of legal age, single, and resident of Bayamón, Puerto Rico duly authorized by Resolution by the **CONTRACTOR**.

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on February 17, 2021, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2021-DR-0094, for the performance of Case Manager Services for a maximum amount not to exceed **FOUR MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$4,740,875.00)** ending on **February 17, 2023**.

WHEREAS, as per Article XL of the Agreement, the agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

Whereas, on May 24, 2022, the PRDOH and the Contractor executed **Amendment A** to the Agreement, Contract Number 2021-DR0094A, to modify certain terms of the Agreement and amend **Attachment C (Scope of Services)** to include a new additional subtask and a new requirement for task 3 (b); amend the task cost in **Attachment D (Compensation Schedule)**; amend **Attachment E (Performance Requirements)** to increase the monthly performance requirement for the case manager. Additionally, an increase of **\$2,000,000.00** was added to the amount, being the maximum amount not to exceed **\$6,740,875.00**.

Whereas, on August 11, 2022, the PRDOH and the Contractor executed an **Amendment B** to the Agreement, Contract Number 2021-DR0094B, to amend **Section IV (B) Compensation and Payment** to include the Small Business Financing (**SBF**) account to allocate funds there so the Contractors can invoice tasks for the Program and replace **Attachment F (Contractor Certification)** of the Agreement with a modified **Attachment F (Contractor Certification)**.

WHEREAS, the parties wish to replace **Section IV (B) Compensation and Payment** to amend the accounts for both Programs: the **SBF** and the **Re-Grow PR Urban and Rural Agriculture (Re-Grow)**.

WHEREAS, this Amendment also conforms the agreement to federal, state, and local regulations and statutes.

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 this 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:

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II. SCOPE OF THE AMENDMENT

The parties wish to replace **Section IV (B) Compensation and Payment** to amend the accounts for both Programs: the **SBF** and the **Re-Grow PR Urban and Rural Agriculture (Re-Grow)**.

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III. AMENDMENTS

A. The Parties agree to replace **Section IV (B) Compensation and Payment** as follows:

*"The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **SIX MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$6,740,875.00)**. The amount of **\$4,740,875.00** is from **Account Number: R01E15SBF-EDC-LM/ R01E15SBF-EDC-UN/ R02E23RUR-DOA-LM/ R02E23RUR-DOA-UN/ R01A01ADM-DOH-NA/ 4190-10-00**; and the total amount of **\$2,000,000.00** is distributed into four accounts: **R02E23RUR-DOA-LM (\$560,000.00); R02E15SBF-EDC-LM (\$360,000.00); R02E23RUR-DOA-UN (\$240,000.00); R02E15SBF-EDC-UN (\$840,000.00) / 6090-01-000.**"*

IV. HEADINGS

The titles to the paragraphs of this Amendment C 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.

V. 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.

VI. 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, duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

VII. 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 C and any subsequent amendment thereto. 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, under Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

VIII. ENTIRE AGREEMENT

The Agreement and this Amendment C 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 concerning the agreement.

IX. 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.

X. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of which 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) calendar days** of execution by the other party, this Amendment shall be null and void.

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

**PUERTO RICO DEPARTMENT OF
HOUSING**

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Oct 4, 2022 13:38 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

**FAMILY ENDEAVORS DBA
ENDEAVORS, INC**

Carlos E Cubero Alers
Carlos E Cubero Alers (Oct 4, 2022 11:27 EDT)

Carlos Cubero Alers
Director of Operations


FAMILY ENDEAVORS AMENDMENT C CASE MANAGERS


Final Audit Report


2022-10-04


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