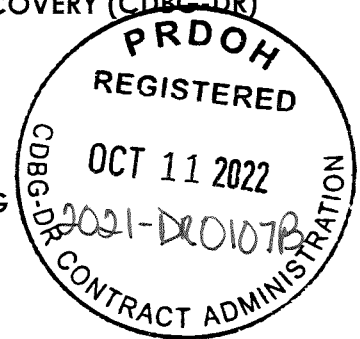




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT B to AGREEMENT FOR
CASE MANAGER SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TIDAL BASIN CARIBE, LLC
2021-DR-0107B**



THIS AMENDMENT B to AGREEMENT FOR CASE MANAGER SERVICES, (hereinafter referred to as "**Agreement**") is entered into in San Juan, Puerto Rico, this 5th 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 **TIDAL BASIN CARIBE, LLC** (hereinafter, "**CONTRACTOR**"), with principal offices in 126 Business Park Drive, Utica, NY, 13502, herein represented by Esrone McDaniels, in his capacity as Vice President, of legal age, single, and resident of Pensacola, Florida, duly authorized by Resolution by the CONTRACTOR.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on March 9, 2021, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2021-DR-0107, 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 **March 8, 2023**.

WHEREAS, as per Section 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 27, 2022, the PRDOH and the Contractor executed **Amendment A** to the Agreement, Contract Number 2021-DR0107A, to 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, 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)**. **Attachment F (Contractor Certification)** of the agreement will also be amended.

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

WHEREAS, this Amendment B 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;

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WHEREAS, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment B.

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

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)**. **Attachment F (Contractor Certification)** of the agreement will also be amended.


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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.**"*

B. The Parties agree to replace **Attachment F (Contractor Certification)** of the Agreement with a modified **Attachment F (Contractor Certification)** hereto incorporated by reference into the Agreement. (See **Exhibit I** of this Amendment B).

IV. HEADINGS

The titles to the paragraphs of this Amendment B 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 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.


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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 B 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 B 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 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.

XI. COMPLIANCE WITH INSURANCE & BONDING REQUIREMENTS

PRDOH will execute this Amendment B conditioned to the submission by the CONTRACTOR of the required insurance policies within **thirty (30)** calendar days of the signing of this Amendment B. Failure to comply with the submission of the insurance policies may result in the withholding of reimbursements or the termination of the Agreement.

SIGNATURES ON THE FOLLOWING PAGE


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

PUERTO RICO DEPARTMENT OF
HOUSING

TIDAL BASIN CARIBE, LLC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Oct 5, 2022 16:32 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

ES

Esrone McDaniels, MPA
Vice President

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ATTACHMENT H

CERTIFICATION

TIDAL BASIN CARIBE, LLC

I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:

Subcontractor, Agro. Samuel Valentin LLC, will be providing Agronomy Services for the Re-Grow PR Rural and Urban Agriculture Program, to assist Case Managers in completing a technical assessment needed for the comprehensive evaluation of the applicant's eligibility criteria, in accordance with the Program's Guidelines. Subcontract term is for a performance period beginning on August 25, 2022 ending on March 8, 2023; term may be extended at Tidal Basin's sole discretion for an additional term of twelve (12) months. Subcontractor was issued one (1) task order to complete up to seventy-five (75) Agronomist evaluations for which the NTE amount is fifteen thousand dollars (\$15,000.00).

2. Neither the contractor (or subrecipient) nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing

¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

² For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

³ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.
6. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

By: Esrone McDaniels, MPA
VP, Deputy Chief Operating Officer

Signature: 

Date: September 29, 2002

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TIDAL BASIN AMENDMENT B CASE MANAGERS

Final Audit Report

2022-10-05

Created:	2022-09-30
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYLt4Pm1pFulbmtu9Dwyzkd-kQKIZ1hRr

"TIDAL BASIN AMENDMENT B CASE MANAGERS" History

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-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
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-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)
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