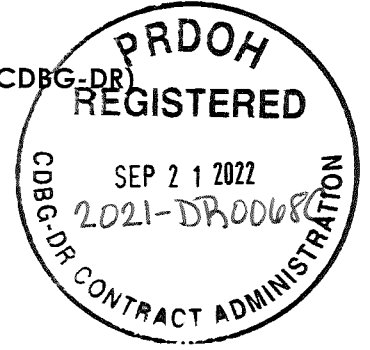




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT C to AGREEMENT FOR
CASE MANAGER SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
LPG CPA, PSC**



THIS AMENDMENT C to AGREEMENT FOR CASE MANAGER SERVICES, (hereinafter referred to as "**Agreement**") is entered into in San Juan, Puerto Rico, this 21 of September, 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 **LPG CPA, PSC** (hereinafter, "**CONTRACTOR**"), with principal offices in 624 Ave. Escorial Caparra Terrace, San Juan, Puerto Rico 00920, herein represented by Pedro A. Rosario Martínez, in his capacity as Director, of legal age, married, and resident of Guaynabo, Puerto Rico duly authorized by Resolution by the **CONTRACTOR**.

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on January 18, 2021, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2021-DR-0068, 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 **January 18, 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 an **Amendment A** to the Agreement, Contract Number 2021-DR0068A, 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 **TWO MILLION DOLLARS (\$2,000,000.00)** was added to the amount, being the total amount not to exceed **SIX MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$6,740,875.00)**.

Whereas, on August 2, 2022, the PRDOH and the Contractor executed an **Amendment B** to the Agreement, Contract Number 2021-DR0068B, to amend **Section IV (B) Compensation and Payment** to include the Small Business Financing (**SBF**) account to allocate funds there so the Contractor 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:

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)**.

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. 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 Programs,

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

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

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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 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.

IX. 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.

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 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.

XII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement, as amended, related to the following subjects shall survive the termination or expiration of this 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, change of name, 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, as amended, shall so survive.

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XIII. COMPLIANCE WITH INSURANCE & BONDING REQUIREMENTS

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

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

**PUERTO RICO DEPARTMENT OF
HOUSING**

LPG CPA, PSC

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Sep 21, 2022 08:24 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Pedro A. Rosario

Pedro A. Rosario (Sep 14, 2022 13:01 EDT)

Pedro A. Rosario Martínez
Director











LPG CASE MANAGERS AMENDMENT C

Final Audit Report

2022-09-21

Created:	2022-09-14
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoPO8WqwyWDJeB9IPJVHARpr0PR8hNkZq

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