



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## Amendment E

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

**AMENDMENT E TO AGREEMENT FOR**  
**CASE MANAGER SERVICES**  
**BETWEEN THE**  
**PUERTO RICO DEPARTMENT OF HOUSING**  
**AND**  
**FAMILY ENDEAVORS, INC. DBA ENDEAVORS, INC.**  
Contract No. 2021-DR0094  
Amendment E Contract No. 2021-DR0094E



This **AMENDMENT E TO AGREEMENT FOR CASE MANAGER SERVICES** (**Amendment E** or **Amendment**) is entered into in San Juan, Puerto Rico, this 21 day of July, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPR § 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 William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **FAMILY ENDEAVORS, INC. DBA ENDEAVORS, INC. (CONTRACTOR)**, with principal offices in San Antonio, Texas, 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; collectively, the **Parties**.

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#### I. RECITALS AND GENERAL AWARD INFORMATION

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**WHEREAS**, on February 17, 2021, PRDOH and the CONTRACTOR entered into an Agreement for Case Manager Services, registered under Contract No. 2021-DR0094, for a maximum amount not to exceed **FOUR MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$4,740,875.00)**, ending on February 17, 2023 (**Agreement**).

**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**, the Agreement was amended on May 24, 2022, through Amendment A, registered as Contract No. 2021-DR0094A, to modify and amend certain terms and conditions of the Agreement, and to modify **Attachment C** (Scope of Services), **Attachment D** (Compensation Schedule), and **Attachment E** (Performance Requirements). Amendment A increased the budget total amount by **TWO MILLION DOLLARS (\$2,000,000.00)**, for a total amount of **SIX MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$6,740,875.00)**. Amendment A did not affect the performance date of the Agreement.

**WHEREAS**, the Agreement was amended on August 11, 2022, through Amendment B, registered as Contract No. 2021-DR0094B, to include the Small Business Financing Program (**SBF Program**) account to allocate funds there so the Contractors can invoice tasks for the Program. Additionally, **Attachment H** (Contractor Certification) was amended (mistakenly written as Attachment F). The budget and term of the Agreement remained the same.

**WHEREAS**, the Agreement was amended on October 4, 2022, through Amendment C, registered as Contract No. 2021-DR0094C, to amend the accounts for the SBF Program

and the Re-Grow PR Urban and Rural Agriculture Program (**Re-Grow Program**). The budget and term of the Agreement remained the same.

**WHEREAS**, the Agreement was amended on January 18, 2023, through Amendment D, registered as Contract No. 2021-DR0094D, to extend the term of the Agreement by an additional **twelve (12) months**, ending on February 17, 2024. Additionally, **Attachment H** (Contractor Certification) was replaced by a modified **Attachment H** (Contractor Certification), and a new attachment named **Attachment I** (Non-Conflict of Interest Certification) was incorporated into the Agreement. The budget of the agreement remained the same.

**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.

**WHEREAS**, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

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

**II. SAVINGS CLAUSE**

The information included in this Amendment E serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Articles III and IV of this Amendment E. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

**III. SCOPE OF AMENDMENT**

PRDOH has decided to modify the Agreement in order to increase the budget amount assigned to this Agreement by **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)**, for a total budget of **EIGHT MILLION TWO HUNDRED FORTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$8,240,875.00)**. The funds shall be allocated in the following manner: **\$750,000.00** for the SBF Program and **\$750,000.00** for the Re-Grow Program. The duration of the Agreement is unaffected by this Amendment D. Lastly, **Attachment H** (Contractor Certification) and **Attachment I** (Non-Conflict of Interest Certification) are being replaced by updated versions of these attachments.

**IV. AMENDMENTS**

A. The Parties agree to replace **ARTICLE IV. COMPENSATION AND PAYMENT, Paragraph B** as follows:

*B. PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **EIGHT MILLION TWO HUNDRED FORTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$8,240,875.00)**, from the following Account Numbers: **r01e15sbf-edc-lm 4190-10-000; r01e15sbf-edc-un 4190-10-000; r02e15sbf-edc-lm 4190-10-000; r02e15sbf-edc-un 4190-10-000; r02e23rur-doa-lm 4190-10-000; r02e23rur-doa-un 4190-10-000; r01e15sbf-edc-lm 4190-13-000; r01e15sbf-edc-un 4190-13-000; r02e23rur-doa-lm 4190-13-000; and r02e23rur-doa-un 4190-13-000.***

- B. The Parties agree to modify **Article LIV. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)** as follows:

**LIV. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO):**

A. The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.

B. The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.

C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it does not have a contractual relationship with any entity of the Government of Puerto Rico, other than the PRDOH. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.

D. The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

C. **Attachment H** (Contractor Certification) is being replaced by a modified **Attachment H** (Contractor Certification) hereto incorporated by reference into the Agreement (See **Attachment I** of this **Amendment E**).

D. **Attachment I** (Non-Conflict of Interest Certification) is being replaced by a modified **Attachment I** (Non-Conflict of Interest Certification) hereto incorporated by reference into the Agreement (See **Attachment II** of this **Amendment E**).

**V. HEADINGS**

The titles of 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.

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## **VI. FEDERAL FUNDING**

The fulfillment of the Agreement, as amended, is based on those funds being made available to 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, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

## **VII. 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.

## **VIII. 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 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.

## **IX. COMPTROLLER REGISTRY**

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 thereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by 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.

## **X. 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.

## **XI. 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.

## **XII. 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) days** of execution by the other party, this Amendment shall be null and void.

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### XIII. SURVIVAL OF TERMS AND CONDITIONS

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

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

**PUERTO RICO DEPARTMENT OF HOUSING**

**FAMILY ENDEAVORS, INC. DBA  
ENDEAVORS, INC.**

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Jul 21, 2023 14:15 EDT)

Carlos E Cubero Alers  
Carlos E Cubero Alers (Jul 20, 2023 18:04 EDT)

**William O. Rodríguez Rodríguez, Esq.**  
Secretary

**Carlos Cubero Alers**  
Director of Operations

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# ATTACHMENT H

## CONTRACTOR CERTIFICATION REQUIREMENT

### FAMILY ENDEAVORS DBA ENDEAVORS, INC.

#### I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract<sup>1</sup> is (are) the following:

(Name of individual or firm) **There is no subcontractor needed for this contract.**

(Principal terms and conditions of the contractual relation and role of the subcontractor)

(Amount of proposed contract payable to each subcontractor)

2. Neither the Contractor (or subrecipient) nor any of its owners<sup>2</sup>, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract<sup>3</sup> 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 any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with the Contractor, beneficial treatment under the

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

<sup>2</sup> 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.

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

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. In compliance with Executive Order No. 2021-029 and CC 013-2021, the Contractor certifies as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico:  
N/A.<sup>4</sup> The Contractor also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the Contractor recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
7. 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."**

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By: Carlos E. Cubero Alers

Signature:  \_\_\_\_\_

Position: Director of Operations for PR

Date: July 07, 2023 \_\_\_\_\_

<sup>4</sup> The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.



# ATTACHMENT I

## NON-CONFLICT OF INTEREST CERTIFICATION

### FAMILY ENDEAVORS DBA ENDEAVORS, INC.

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

Signature

Carlos Cubero Alers  
Printed Name

June 30, 2023

Date

Director of Operation for  
Puerto Rico  
Position