ADMINISTRACIÓN
VIVIENDA PÚBLICA
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2018-000039
Div. Contratos
REGISTRADO

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING
PUERTO RICO PUBLIC HOUSING ADMINISTRATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND THE PUERTO RICO PUBLIC HOUSING ADMINISTRATION

This Memorandum of Understanding, hereinafter referred to as "MOU", is entered into by and between:

THE PUERTO RICO DEPARTMENT OF HOUSING, hereinafter referred to as the "DEPARTMENT", represented in this act by Dennis G. Gonzalez-Ramos, PE, Deputy Secretary, of legal age, single and resident of Guaynabo, Puerto Rico, duly authorized and empowered for the execution of this contract by Act No. 97 of June 10, 1972, as amended, known as the Department of Housing Organic Act.

THE PUERTO RICO PUBLIC HOUSING ADMINISTRATION, hereinafter referred to as the "PRPHA", represented in this act by Fernando A. Gil-Enseñat, Esq., Chairman of the PRPHA Governing Board, of legal age, married and resident of Guaynabo, Puerto Rico, duly authorized and empowered for the execution of this contract by Act No. 66 of August 17, 1989, as amended, known as the Public Housing Administration Organic Act; and as approved and stated by the PRPHA Governing Board Resolution Number 2017-02.

RECITALS

WHEREAS, pursuant to Act No. 97 of June 10, 1972, as amended, the DEPARTMENT is the governmental agency responsible for the formulation and implementation of Puerto Rico's public policy on housing and urban renewal. Among other powers, it can promote, develop and rehabilitate housing projects throughout Puerto Rico and has the authority to execute the necessary contracts and/or agreement, whether with governmental agencies or with private entities with the purpose of achieving the DEPARTMENT'S objectives.

WHEREAS, pursuant to Act No. 66 of August 17, 1989, the PRPHA, governmental agency attached to the DEPARTMENT, is responsible for the development and operation of safe and sanitary housing and the implementation of public policy to improve the quality of life and living environment of the low-income families that reside in public housing projects throughout the Government of Puerto Rico.

WHEREAS, over the years the DEPARTMENT and the PRPHA (the "PARTIES") have executed several Memorandums of Understanding with the purpose of sharing resources and assistance in furtherance of Puerto Rico's public policy on housing and urban renewal.

WHEREAS, the PARTIES consider in their best interest to continue sharing resources and assistance in order to implement their objectives and facilitate their recovery efforts after the onslaught of hurricanes Irma and Maria.

WHEREAS, in recognition of this responsibility, the PARTIES have determined that it is in their best interest to enter into this MOU.

WHEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PARTIES agree as follows:

TERMS AND CONDITIONS

FIRST: The PARTIES agree that any and all services retained by their entities may be provided to either the DEPARTMENT or the PRPHA. The services rendered under this MOU include, but are not limited to, Emergency Recovery Services, Legal Services, Public Adjuster Services, Public Relations Services and Digital Strategy and Management Services, as well as any other services as requested and approved by the PARTIES authorized representative.

SECOND: The services performed under this MOU will be subject to the same terms and conditions as set forth in the Agreement executed by either Party and their Contractor.

THIRD: The PARTIES agree to reimburse the other Party for any and all services rendered under this MOU, upon receipt of the corresponding invoice.

FOURTH: The term of this MOU shall commence on the date of its execution and terminate on **June 30th, 2018**. If reimbursement for any of the services rendered under this MOU is not made to either of the PARTIES within the term herein stated, the term of this MOU will be extended until such payment is received by either Party.

FIFTH: Either Party may terminate this MOU, in whole or in part, whenever either Party determine that such termination is necessary. Either Party will terminate this MOU by delivering a thirty (30) day written notice of termination to the other Party specifying the effective date of termination.

SIXTH: Both PARTIES are compelled to comply with the regulations imposed by the Office of the Comptroller of Puerto Rico as to all contracts executed by and/or with public entities, by presenting this MOU for revision by the Comptroller, within fifteen (15) days from the date of its execution.

IN WITNESS THERE OF, the PARTIES hereto execute this MOU in San Juan, Puerto Rico, this 14 day of February of 2018.

DEPARTMENT OF HOUSING

Dennis G. González-Ramos, PE MEM
Deputy Secretary

PUERTO RICO PUBLIC HOUSING ADMINISTRATION

Fernando A. Gil-Enseñat, Esq.
Chairman PRPHA Governing Board