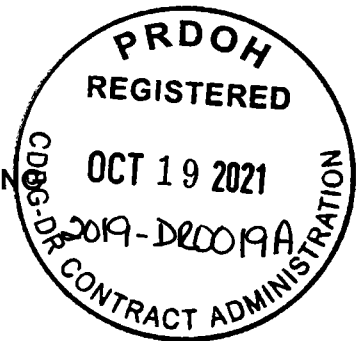




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
(CDBG-DR)

AMENDMENT A to the
SUBRECIPIENT AGREEMENT
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING
AND THE
MUNICIPALITY OF OROCOVIS
SUBRECIPIENT AGREEMENT No. 2019-DR0019



JECB
JC

WRR
WRR

This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "AMENDMENT A") is entered into this 15 day of October, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, Esq., of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **MUNICIPALITY OF OROCOVIS** (the "SUBRECIPIENT"), a Municipality with principal offices at Orocovis, Puerto Rico, represented herein by its Mayor, Hon. Jesús E. Colón Berlinger of legal age, married, Mayor, and resident of Orocovis, collectively the "PARTIES".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on June 18, 2019, the PRDOH and the SUBRECIPIENT executed a Subrecipient Agreement, Contract Number 2019-DR0019 (hereinafter, "SUBRECIPIENT AGREEMENT") for \$232,000.00 for the SUBRECIPIENT to undertake activities under the **Home Repair, Reconstruction or Relocation Program** (hereinafter, the "PROGRAM"). The focus of the PROGRAM is to provide relief for those who were impacted by Hurricanes Irma and Maria who have unmet housing needs while addressing recognized impediments to affirmatively furthering fair housing as required under the Fair Housing Act.

WHEREAS, as per Section IX (A) of the SUBRECIPIENT AGREEMENT, the SUBRECIPIENT AGREEMENT may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the SUBRECIPIENT AGREEMENT, nor release the parties from their obligations under the SUBRECIPIENT AGREEMENT;

WHEREAS, it is the intention of the parties to modify and amend certain terms and conditions of the SUBRECIPIENT AGREEMENT, as well as to eliminate **Exhibit A-2 (Scope of Work for Inspections)** of the aforementioned agreement;

WHEREAS, the SUBRECIPIENT notified, through a letter dated December 28, 2020, that they will cease to provide the Inspection Services previously agreed upon and will only be providing Outreach Services within its geographical region to assist on the PROGRAM. **(See Attachment 1 of this Amendment A).**

WHEREAS, this AMENDMENT A reduces the funds availability for the SUBRECIPIENT from **TWO HUNDRED AND THIRTY TWO THOUSAND DOLLARS (\$232,000.00)** to **SIXTY NINE THOUSAND SIX HUNDRED DOLLARS. (\$69,600.00)**. This AMENDMENT A changes the original payment amount. **(See Attachment 2 of this Amendment A).**

WHEREAS, this AMENDMENT A is not intended to affect, nor does it constitute an extinctive novation of the obligations of the parties under the SUBRECIPIENT AGREEMENT but it is rather a modification and amendment of certain terms and conditions of the SUBRECIPIENT AGREEMENT;

WHEREAS, this AMENDMENT A does not affect the term of the SUBRECIPIENT AGREEMENT.

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, as amended, *supra*, the federal laws and regulations creating and allocating funds to the CDBG-DR program, and the current Action Plan, to issue and award the subaward, enter and perform under the executed SUBRECIPIENT AGREEMENT; and,

WHEREAS, the SUBRECIPIENT duly adopted the Resolution dated June 12, 2019, with Identification No. 101 that authorized the SUBRECIPIENT to enter into the SUBRECIPIENT AGREEMENT with the PRDOH, and by signing the SUBRECIPIENT AGREEMENT, the SUBRECIPIENT assured PRDOH that it would comply with all the requirements described in the aforementioned agreement;

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth in the SUBRECIPIENT AGREEMENT, the PRDOH and the SUBRECIPIENT agree to execute this AMENDMENT A subject to the following:

TERMS AND CONDITIONS

II. ATTACHMENT

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms and conditions under the SUBRECIPIENT AGREEMENT. All other provisions of the SUBRECIPIENT AGREEMENT shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

The PRDOH and the SUBRECIPIENT have agreed to enter into this AMENDMENT A with the purpose of modifying certain sections of the existing agreement, as well as eliminating Exhibit A-2 (Scope of Work for Inspections) of the SUBRECIPIENT AGREEMENT.

IV. AMENDMENTS¹

- A. **Exhibit A-2** (Scope of Work for Inspections) of the SUBRECIPIENT AGREEMENT is being eliminated as per the SUBRECIPIENTS request.
- B. The parties intend to eliminate all sections which contain information related to Inspection Services in the following exhibits: **Exhibit B: Timelines and Performance Goals, Exhibit C: Key Personnel and Exhibit D: Budget**. Only the parts related to Outreach Services will remain in effect.
- C. The parties intend to amend **paragraph 6** of **SECTION I. RECITALS AND GENERAL AWARD INFORMATION** as follows:

***WHEREAS**, according to the approved Action Plan, Puerto Rico intends to undertake a Home Repair, Reconstruction, or Relocation Program (hereinafter, "R3 Program"). The focus of the R3 Program is to provide relief for those who were impacted by Hurricanes Irma and María who have unmet housing needs while addressing recognized impediments to affirmatively furthering fair housing as required under the Fair Housing Act. The approved Action Plan allocated a total budget of \$2,175,570,050 to this program. The PRDOH will designate \$69,600.00 of the mentioned funds to the Municipality who will serve as administrator and servicer for the services included in the Scope of Work under this Agreement.*

- D. The parties intend to amend **SECTION I. RECITALS AND GENERAL AWARD INFORMATION** to add the following after **paragraph 6**:

***WHEREAS**, under the Additional Supplemental Appropriations for Disaster Relief Act of 2019, signed into law June 6, 2019 (Pub. L. 116-20), an*

¹ For easier review, Amendments will appear in *italics* throughout the document.

additional \$277 million were appropriated by Congress for disaster recovery assistance to the Government of Puerto Rico under CBDG-DR.

E.The parties intend to amend the Subaward Period of Performance box of **GENERAL AWARD INFORMATION** table as follows:

Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of this Agreement. End Date: thirty-six (36) months from Start Date
---------------------------------	--

F. The parties intend to amend the Funds Certification box of **GENERAL AWARD INFORMATION** table as follows:

Funds Certification:	Dated: January 12, 2021 Amount: \$69,600.00 Funds Allocation: CDBG-DR "R01H07RRR-DOH-LM" Account Number: 6090-01-000 See Attachment 2 for Funds Certification
----------------------	--

G. The parties agree to replace **SECTION III. SCOPE OF WORK, A. Municipality Management Responsibilities** with the following:

1. The Municipality shall submit to the PRDOH the required project application forms, in the format provided by PRDOH. The Project Application will consist of a project proposal submission that will be evaluated for compliance with Program eligibility requirements and available budget allocations. Following this evaluation and as authorized by the PRDOH, the Municipality may proceed in acquiring technical and advisory services for full project development following all established requirements for the Program.
2. As a condition of receiving this Subaward, the Municipality shall assist the PRDOH in procurement, management, monitoring and reporting of the services included in the **Exhibit A** for the Program.
3. All services shall be made in accordance with PRDOH guidelines, HUD guidelines and regulations, and other applicable state and federal laws and regulations.
4. The services contracts will be subject to the previous written approval of PRDOH to become effective and will incorporate any clauses or dispositions required by PRDOH, including, but not limited to, the Contract termination for convenience of the PRDOH.
5. The Municipality shall prepare and submit to PRDOH all required project(s) documentation, such as compliance information, construction drawings, and specifications, construction permits and endorsements, cost estimate, property acquisition, right of ways, etc., in accordance with the Exhibit A. The PRDOH reserves authority and discretion to review and require revisions before approving use of funds for project implementation.

- H. The parties intend to amend **SECTION III. SCOPE OF WORK, E. Nonperformance Standard** clause of the SUBRECIPIENT AGREEMENT, with the following:

E. Nonperformance Standard

If at the end of the **six (6) months** from the Effective Date, as defined in **Section V** of this Agreement, the Program activity has not begun or at any time during the term the Program activity has not accomplished the performance objectives set forth by the PRDOH in **Exhibit B** ("Timelines and Performance Goals"), the PRDOH may, at its sole discretion, terminate this Agreement, de-obligate funds made available under this agreement, and/or recapture funds previously expended by the Subrecipient under this agreement from non-federal funds. No contract extensions shall be granted unless the Subrecipient can document circumstances beyond its control that prevented start of the activity. The PRDOH shall review the properly filed and documented circumstances which are alleged to have prevented the initiation of activity and exclusively reserves the right to decide if an extension is warranted, relative to the reasons stated as well as the prevailing circumstances.

TECB
JC

WORR
WORR

- I. The Parties agree to replace **SECTION V. EFFECTIVE DATE AND TERM, Contract Extensions** with the following:

Contract Extensions

PRDOH may, at its sole discretion, extend the Agreement's term for additional terms, upon mutual written agreement of the Parties. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the term of this Agreement cannot exceed the extension.

- J. The parties agree to replace **SECTION VI. BUDGET, A. Budget** with the following:

A. Budget

The Municipality shall complete all activities in the Scope of Work of this Agreement (Exhibit A) in accordance with the Budget (Exhibit D) attached herein and made integral part of this Agreement (the "Budget") as such Budget may be amended from time to time.

Any proposed budget to be managed by the Municipality shall clearly specify proposed funding for administrative costs and/or program delivery costs and/or planning costs, to the extent that such costs are considered applicable categories for funding.

The Budget may include a reserve of the Subaward for PRDOH's activity delivery costs and expenditures related to the Program. The Municipality may not access the reserve identified in the Budget without written consent from the PRDOH.

The PRDOH may require a more detailed budget breakdown than the one contained herein, and the Municipality shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the PRDOH. Any amendments to the budget must be approved in writing and signed by the PRDOH and the Municipality.

- K. The Parties agree to replace **SECTION VI. BUDGET, B. Indirect Costs** with the following:

B. Indirect Costs

Indirect costs invoiced, if any, must be consistent with the conditions set forth herein. Indirect costs may be charged to PRDOH under a negotiated indirect cost rate agreement with a federal cognizant agency, a de minimis indirect cost rate (for applicable entities), or an indirect cost proposal prepared in accordance with 2 C.F.R. part 200, subpart E, submitted to a federal cognizant agency, and approved by PRDOH in accordance with written policies and procedures, which shall be included in the Budget (Exhibit D).

- L. The parties intend to amend **SECTION VI. BUDGET, C. Program Income** clause of the SUBRECIPIENT AGREEMENT, with the following:

C. Program Income

PRDOH reserves the right to authorize the Subrecipient to retain Program Income² to be used in eligible program activities as described in this Agreement. The Subrecipient shall notify PRDOH, within **twenty four (24) hours** of receipt, of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income (as defined at 24 C.F.R. § 570.500) generated by activities carried out with the CDBG-DR Funds must be returned to PRDOH if retention of such is not previously authorized by PRDOH. Program Income is subject to all applicable CDBG-DR laws, regulations and PRDOH's policies and procedures for so long as it exists. Any interest earned on cash advances from the U.S. Treasury or interest paid on CDBG funds held in a revolving fund account is not Program Income and shall be remitted promptly to the PRDOH for transmittal to the U.S. Treasury no less frequently than annually.

All Program assets, other than Program Income (property, equipment, etc.), if any, shall revert to PRDOH upon termination of this Agreement in accordance with applicable Federal, laws, regulations, HUD Notices, policies, and guidelines.

PRDOH will later notify the Subrecipient in writing the applicable procedures for the return or reversion of Program Income and Program assets to the PRDOH, and such notification shall be deemed incorporated by reference to this Agreement.

- M. The Parties agree to amend **SECTION VII. PAYMENT, B. Request for Reimbursements**, to replace **paragraph 5** with the following:

² Footnote related to the amended clause that appears as well in the original SUBRECIPIENT AGREEMENT:
As defined in section VI(A)(19)(a) of the HUD Notice 83 Fed. Reg. 5844, 5856 (February 9, 2018, as may be amended by HUD), Program Income is:

[...] gross income generated from the use of CDBG-DR funds, except as provided in subparagraph (d) of this paragraph, and received by a State or a Subrecipient of a State."
[...]

Program income includes, but is not limited to, the following: (a) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG-DR funds; (b) Proceeds from the disposition of equipment purchased with CDBG-DR funds; (c) Gross income from the use or rental of real or personal property acquired by a State, local government, or Subrecipient thereof with CDBG-DR funds, less costs incidental to generation of the income (i.e., net income); (d) Net income from the use or rental of real property owned by a State, local government, or Subrecipient thereof, that was constructed or improved with CDBG-DR funds; (e) Payments of principal and interest on loans made using CDBG-DR funds; (f) Proceeds from the sale of loans made with CDBG-DR funds; (g) Proceeds from the sale of obligations secured by loans made with CDBG-DR funds; (h) Interest earned on program income pending disposition of the income, including interest earned on funds held in a revolving fund account; (i) Funds collected through special assessments made against nonresidential properties and properties owned and occupied by households not low- and moderate-income, where the special assessments are used to recover all or part of the CDBG-DR portion of a public improvement; (j) Gross income paid to a State, local government, or a Subrecipient thereof, from the ownership interest in a for profit entity in which the income is in return for the provision of CDBG-DR assistance.

JECB
JC

WDRR
WDRR

In order for the Municipality to receive payment for any work performed hereunder, the following certification must be included in each Request for Reimbursement submitted to the PRDOH:

"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."

JECB
JC

WORR
WORR

- N. The parties intend to amend **SECTION VIII. NOTICES** clause of the SUBRECIPIENT AGREEMENT , with the following:

CDBG-DR Grantee:

William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

Municipality:

Hon. Jesús E. Colón Berlingeri
Municipality of Orocovis
PO Box 2106 Orocovis, PR 00720
gardycolon@yahoo.com

- A. The parties intend to amend **SECTION IX. AMENDMENT AND TERMINATION, A. Amendments** to replace **paragraph 1** with the following:

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each party, and approved by PRDOH. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. Unless specified, such amendments are not intended to effect nor will they constitute an extinctive novation of the obligations of the Parties under the Agreement and amendment.

- B. The parties intend to amend **SECTION IX. AMENDMENT AND TERMINATION, A. Amendments** to replace **paragraph 4** with the following:

However, PRDOH reserves the right to notify in writing to Subrecipient any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

- C. The parties intend to amend **SECTION IX. AMENDMENT AND TERMINATION, B. Suspension or Termination, 1. Termination for Cause, paragraph a.** to replace it with the following:

a. Failure to attend mandatory technical assistance and/or training, comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, HUD guidelines, PRDOH's Program Guidelines, as applicable, and policies or directives as may become applicable at any time;

- O. The parties intend to amend **SECTION IX. AMENDMENT AND TERMINATION, B. Suspension or Termination, g. Period of Transition** clause of the SUBRECIPIENT AGREEMENT, with the following:

g. Period of Transition

Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), Subrecipient agrees to make himself available to assist the PRDOH with the transition of services assigned to Subrecipient by the PRDOH. Subrecipient shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the Subrecipient will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

- D. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, paragraph 1.** with the following:

The "HUD General Provisions", which are attached to, and made an integral part of this Agreement as **Exhibit F**, set forth certain requirements imposed by HUD with respect to the PRDOH's Federal award or CDBG-DR Grant. The Subrecipient agrees to carry out its obligations under this Agreement in compliance with all the requirements described **Exhibit F** to this Agreement to the extent that such requirements are applicable to programs such as the program contemplated in this Agreement.

- E. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, A. General Compliance** with the following:

The Municipality shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the Municipality does not assume any of the PRDOH's responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. part 58 and (2) the Municipality does not assume any of the PRDOH's responsibilities for initiating the review process under the

JECB
JC

WORB
WORB

provisions of 24 C.F.R. part 52. The Municipality shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBGDR funds are made available to the Municipality on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action

Plan amendments and HUD's guidance on the funds. Also, Municipality shall comply, without limitation, those set forth in **Exhibit F**.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The Municipality also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The Municipality shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website (www.cdbgdr.pr.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

- F. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, D. Insurance and Bonding** to substitute: the Puerto Rico Public Housing Administration with the U.S. Department of Housing and Urban Development.
- G. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, D. Insurance and Bonding** to add the following:

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with

JECB
JC

WORR
WORR

the PRDOH's requirements as set forth in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment F**.

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment F** and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

B. Endorsements

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE

JECB
JC

WORR
WORR

AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance.**

JECB
JC

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to carry the insurance required herein or the CONTRACTOR, may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

- H. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, M. Client and Other Sensitive Information**, to replace **paragraph 2** for the following:

The Municipality must comply with 2 C.F.R. §200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or the PRDOH designates as sensitive or the Municipality considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the Municipality must comply with the PRDOH CDBGDR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

- I. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, O. Audits and Inspections, 1. Single Audit** clause of the SUBRECIPIENT AGREEMENT, with the following:

1. Single Audit

WORR
WORR

The Subrecipient must be audited as required by 2 C.F.R. part 200, subpart F, when the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. §200.501 - Audit requirements. Once said threshold is reached or exceeded, the Subrecipient shall notify the PRDOH and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The Subrecipient shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. §200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. §200.512 - Report submission, as stated in 2 C.F.R. §200.508(a) – Auditee responsibilities.

Among other relevant provisions, the Subrecipient shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

- J. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Q. Nondiscrimination** clause of the SUBRECIPIENT AGREEMENT, with the following:

Q. Nondiscrimination:

The Subrecipient shall comply with 24 C.F.R. part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. part 146, which implement the Age Discrimination Act for HUD programs.

The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.³

- P. The Parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, S. Title VI of the Civil Rights Act of 1964 (24 C.F.R. part 1), 3.Affirmative Action, b. Women – and Minority-Owned Businesses**

³ Footnote added to the amended clause:

Follow the link for document access at the CDBG-DR Website: <https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/>.

JECB
JC

WARR
WARR

(W/MBE) clause of the Agreement, to incorporate the following paragraph to the beforementioned clause:

b. Women-and Minority-Owned Businesses (W/MBE)

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Subrecipient shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. Subrecipient shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. Subrecipient shall also document their efforts and submit those to PRDOH on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

TECB
JC

WORR
WORR

- Q. The Parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, S. Title VI of the Civil Rights Act of 1964 (24 C.F.R. part 1), 5. Section 3 of the Housing and Urban Development Act of 1968 a. Compliance** to change paragraph 1 with the following:

The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. § 1701u, and thereby implementing its regulations set forth in 24 C.F.R. § 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient, and any of Subrecipient's subrecipient, contractors, and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient, and any of Subrecipient's subrecipient, contractors, and subcontractors, as well as their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other impediment exists that would prevent compliance with these requirements.

- R. The Parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, S. Title VI of the Civil Rights Act of 1964 (24 C.F.R. part 1), 5. Section 3 of the Housing and Urban Development Act of 1968 a. Compliance** to add the following paragraph at the end:

The Municipality agrees to submit, and shall cause its contractors and subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

- S. The Parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, T. Conduct** to renumber subsection 1. **Hatch** to subsection 2 and add the following subsection 1. **Contracts**:

1. Contracts

- a. **Approvals:** The Municipality shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the PRDOH prior to the execution of such Agreement.

- b. **Monitoring:** The Municipality will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. **Content:** The Municipality shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement.
- d. **Selection Process:** The Municipality shall undertake to insure that all contracts awarded for the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements, as included in the CDBG-DR Procurement Manual and Contractual Requirements, as found in the CDBG-DR Website (www.cdbgdr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time. Executed copies of all contracts shall be forwarded to the PRDOH along with documentation concerning the selection process.
- e. **Notification:** The Municipality shall notify and provide a copy of any and all contracts related to this Agreement and CDBGDR funds to the Contract Administration Area of the PRDOH CDBGDR Legal Division within **three (3) days** of its execution. Additionally, the Municipality shall provide a copy of any and all subcontracts executed by its Contractors to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

- T. The Parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, T. Conduct, 2. Conflict of Interest**, to renumber said subsection to **3. Conflict of Interest** and to replace **paragraph c and d** with the following :

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **two (2) years** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the Municipality, or any designated public agency.

d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The Subrecipient certifies that: (1) No public servant of the PRDOH has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises,

JECB
JC

WORB
WORB

favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.

- U. The parties intend to incorporate the following subsection to **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, clause of the SUBRECIPIENT AGREEMENT:

U. Citizen Grievances:

If the Subrecipient receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRDOH CDBG-DR Program so that PRDOH may respond appropriately.

- V. The parties intend to incorporate the following subsection to **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, clause of the SUBRECIPIENT AGREEMENT:

V. Technical Assistance and Trainings:

The Subrecipient shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

- W. The parties intend to incorporate the following subsection to **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, clause of the SUBRECIPIENT AGREEMENT:

W. Disaster Relief Account

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. §200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRDOH to its Subrecipients shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the Subrecipient. The funds shall be used solely for eligible activities. Further, the Subrecipient shall provide and make available to PRDOH any and all documentation related to such account.

- X. The parties intend to incorporate a new **SECTION XI. CDBG-DR POLICIES AND PROCEDURES** to the SUBRECIPIENT AGREEMENT, as follows:

XI. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the Grantee shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, Procurement Manual and

TECB
JC

WRR
WRR

Contractual Requirements, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

- Y. The parties agree to incorporate ta new **SECTION XII** to the SUBRECIPIENT AGREEMENT, as follows :

XII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the Subrecipient shall be liable to the other party for nonperformance during the conditions created by such event.

The Subrecipient shall notify, as soon as possible, the PRDOH of the occurrence of the Force Majeure event and describe in reasonable detail, the nature of the Force Majeure event.

- Z. The parties agree that the existing Section XI of the SUBRECIPIENT AGREEMENT shall be renumbered to become **SECTION XIII. INDEPENDENT CONTRACTOR**. Moreover, the parties acknowledge that all sections thereafter shall be renumbered sequentially as follows:

XIV. ASSIGNMENT

[...]

XV. SEVERABILITY

[...]

XVI. SECTION HEADINGS AND SUBHEADINGS

[...]

XVII. WAIVER

[...]

XVIII. GOVERNING LAW: JURISDICTION

[...]

XIX. COMPLIANCE WITH LAW

[...]

XX. SUBROGATION

[...]

XXI. COMPTROLLER REGISTRY

[...]

XXII. ENTIRE AGREEMENT

[...]

- AA. The parties intend to amend renumbered **SECTION XVI**. as follows:

JECB
JC

WORB
WORB

XVI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

BB. The parties intend to amend renumbered **SECTION XVIII.** as follows:

XVIII. GOVERNMENT LAW: JURISDICTION

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The Parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, San Juan Part.

CC. The parties intend to incorporate a new **SECTION XXIII** to the SUBRECIPIENT AGREEMENT, as follows :

XXIII.BANKRUPTCY

In the event that Subrecipient files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

DD. The parties intend to incorporate a new **SECTION XXIV** to the SUBRECIPIENT AGREEMENT, as follows:

XXIV. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, AND DISSOLUTIONS

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

JECB
JC

WORB
WORB

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

EE. The parties intend to incorporate a new **SECTION XXV** to the SUBRECIPIENT AGREEMENT, as follows:

XXV. FEDERAL FUNDING

The fulfillment of this Agreement is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Agreement must be made in accordance with this Agreement, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, the Municipality acknowledges that all funds are subject to recapture and repayment for non-compliance.

FF. The parties intend to incorporate a new **SECTION XXVI** to the SUBRECIPIENT AGREEMENT, as follows:

JECB
JC

WORB
WORB

XXVI. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to the Municipality that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. The Municipality must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to the Municipality.

GG. The parties intend to incorporate a new **SECTION XXVII** to the SUBRECIPIENT AGREEMENT, as follows :

XXVII. OVERPAYMENT

The Municipality shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. The Municipality shall reimburse such disallowed costs from funds other than those the Municipality received under this Agreement.

HH. The parties intend to incorporate a new **SECTION XXVIII** to the SUBRECIPIENT AGREEMENT, as follows :

XXVIII. SURVIVAL OF TERMS AND CONDITIONS

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

V. SEVERABILITY

If any provision of this AMENDMENT A is held invalid, the remainder of the AMENDMENT A shall not be affected thereby, and all other parts of this AMENDMENT A shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this AMENDMENT A are included for convenience only and shall not limit or otherwise affect the terms of the SUBRECIPIENT AGREEMENT, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this AMENDMENT A.

VII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this AMENDMENT A to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this AMENDMENT A and any subsequent amendment hereto. The services object of this AMENDMENT A may not be invoiced or paid until this AMENDMENT A has been registered by the 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.

VIII. ENTIRE AGREEMENT

The SUBRECIPIENT AGREEMENT, as amended, constitutes the entire agreement among the PARTIES for the use of funds received under the SUBRECIPIENT AGREEMENT, as amended, and it supersedes all prior or contemporaneous communications and

JECB
JC

WARR
WARR

proposals, whether electronic, oral, or written among the PARTIES with respect to the SUBRECIPIENT AGREEMENT, as amended.

IX. FEDERAL FUNDING

The fulfillment of the SUBRECIPIENT 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 SUBRECIPIENT AGREEMENT, as amended, must be made in accordance with the SUBRECIPIENT AGREEMENT, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, the SUBRECIPIENT acknowledges that all funds are subject to recapture and repayment for non-compliance.

JECB
JC

IN WITNESS THEREOF, the PARTIES hereto execute this AMENDMENT A in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee

WORR
WORR

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Oct 15, 2021 10:43 EDT)
Name: William O. Rodríguez Rodríguez, Esq.
Title: Secretary

SUBRECIPIENT

By: JESUS E. COLON BERLINGERI
JESUS E. COLON BERLINGERI (Oct 15, 2021 10:39 EDT)
Name: Hon. Jesús E. Colón Berlingeri
Title: Mayor of the Municipality of Orocovis
DUNS Number: 044670367



28 de diciembre de 2020

Hon. Luis Carlos Fernández Trinchet
Secretario
Departamento de la Vivienda de Puerto Rico

JECB
JC

Estimado secretario:

WORR
WORR

Reciba un cordial saludo desde Orocovis "*Centro Geográfico y Corazón de Puerto Rico*" y de este servidor.

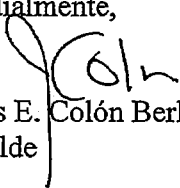
Le escribo con el propósito de informarle que hemos tomado la decisión de retirarnos de la tarea de **inspecciones** del Programa de Reparación, Reconstrucción y Reubicación de Viviendas (R3).

Nuestro equipo estuvo trabajando en el proceso requerido, no obstante, hemos tenido dificultad para identificar firmas de ingeniera disponibles que puedan realizar las inspecciones. No queremos dilatar el proceso, por lo tanto, dejamos en manos del Departamento de la Vivienda y del "Project Manager" contratado la tarea de realizar las inspecciones de las viviendas que se repararán en Orocovis.

En relación a la tarea de **divulgación (Outreach)**, tenemos el interés de continuar bajo contrato. Próximamente estaremos facturando los esfuerzos realizados por nuestro equipo de trabajo para divulgar el Programa R3.

De tener alguna duda o requerir información adicional puede comunicarse con el Sr. Joseph Rivera Padilla, Ayudante Ejecutivo, al 787-867-5000 ext. 2280 o mediante correo electrónico a MunOrocovis.joseph@gmail.com

Cordialmente,


Jesús E. Colón Berlingeri
Alcalde



January 12, 2021

Maytte Texidor López, Esq.
Legal Director CDBG-DR
Puerto Rico Department of Housing


Katherine Meléndez Mateo
CDBG-DR Finance Director
Puerto Rico Department of Housing CDBG-DR

JECB
JC


César A. Candelario Candelario
Budget Manager CDBG-DR
Puerto Rico Department of Housing

WRRR
WRRR

RE-CERTIFICATION OF FUNDS FOR AMENDMENT TO PRDOH SUBRECIEPIENT AGREEMENT WITH THE MUNICIPALITY OF OROCOVIS FOR OUTREACH SERVICES FOR THE R3 PROGRAM RELATED TO THE CDBG-DR FUNDS

As requested by the Deputy Director-Contract Administration for CDBG-DR, we re-certify the availability of funds for **\$69,600.00** corresponding to "Amendment to PRDOH Subrecipient agreement with the Municipality of Orocovis for Outreach Services for the R3 Program". These funds are part of the **CDBG-DR Grant "B-17-DM-72-0001"**.

The breakdown of the certified funds is as follows:

Activity Number	Activity Title	Description	Account Number	Amount Certified	Revised Amount
R01H07RRR-DOH-LM	Repair, reconstruction & relocation program-LMI	Outreach Services	6090-01- 000	\$69,600.00	\$69,600.00
		Procurement Staff		\$12,400.00	0.00
		Milestone Inspection		\$150,000.00	0.00
				\$232,000.00	\$69,600.00

If you have any questions or comments, please call me at (787)274-2527.

Yardi # cc6082-1

KMM/CCC/ERP

Ave. Barbosa #606 Edificio Juan C. Cordero Dávila Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365
Tel: (787)274-2527 | www.vivienda.pr.gov











OROCOVIS - R3 - Amendment A - SRA

Final Audit Report

2021-10-15

Created:	2021-10-08
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYIEO4tLN0tW6O7Ed_GUKjv35oyPH0VGb

"OROCOVIS - R3 - Amendment A - SRA" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2021-10-08 - 3:12:40 PM GMT- IP address: 196.28.53.20
-  Document emailed to JESUS E.COLON BERLINGERI (gardyclon@yahoo.com) for signature
2021-10-08 - 3:14:35 PM GMT
-  Email viewed by JESUS E.COLON BERLINGERI (gardyclon@yahoo.com)
2021-10-15 - 2:36:26 PM GMT- IP address: 69.147.93.139
-  Document e-signed by JESUS E.COLON BERLINGERI (gardyclon@yahoo.com)
Signature Date: 2021-10-15 - 2:39:48 PM GMT - Time Source: server- IP address: 192.48.113.181
-  Document emailed to William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov) for signature
2021-10-15 - 2:39:50 PM GMT
-  Email viewed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
2021-10-15 - 2:42:12 PM GMT- IP address: 104.47.64.254
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2021-10-15 - 2:43:18 PM GMT - Time Source: server- IP address: 196.28.53.20
-  Agreement completed.
2021-10-15 - 2:43:18 PM GMT