



AMENDMENT B

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY GEOSPATIAL FRAMEWORK PROGRAM

AMENDMENT B TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND THE PUERTO RICO PLANNING BOARD



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT B**") is entered into this 7 day of June, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, dated June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the "Department of Housing Organic Act" (hereinafter, the "**Organic Act**"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **PUERTO RICO PLANNING BOARD** (hereinafter, the "**SUBRECIPIENT**"), a public agency created under Act No. 75 of June 24, 1975, as amended, 23 L.P.R.A. § 62 *et seq.*, known as the "Puerto Rico Planning Board Organic Act", with principal offices at San Juan, Puerto Rico, represented by its Chairman, Julio Lassús Ruiz, of legal age, planner, single, and resident of San Juan, Puerto Rico; collectively the "Parties".

JLR
JLR

WRR
WRR

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on June 15, 2021, the Parties entered into a Subrecipient Agreement under the **GEOSPATIAL FRAMEWORK PROGRAM**, Contract No. 2021-DR0278, for **one million one hundred seven thousand seven hundred seventy-one dollars and sixty cents (\$1,107,771.60)**, with a twelve (12) months period of performance ending on June 15, 2022 (hereinafter, the "**AGREEMENT**").

WHEREAS, as per Section IX (A) 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 Parties amended the **AGREEMENT** via Amendment A, Contract No. 2021-DR0278A, to increase the budget by **two hundred thirty thousand twenty-nine dollars and eighty-eight cents (\$230,029.88)**, for a total of **one million three hundred thirty seven thousand eight hundred and one dollars and forty eight cents (\$1,337,801.48)**.

WHEREAS, the Parties acknowledge and agree that this **AMENDMENT B** is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the **AGREEMENT**.

WHEREAS, the **PRDOH** has the legal power and authority, in accordance with its enabling statute, the **Organic Act**, 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 this **AMENDMENT B**.

WHEREAS, the **SUBRECIPIENT** has the legal power and authority in accordance with its enabling statute, Act No. 75 of June 24, 1975, as amended, 23 L.P.R.A. § 62 *et seq.*, known as the "Puerto Rico Planning Board Organic Act", to enter into this **AMENDMENT B**.

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

TERMS AND CONDITIONS

II. ATTACHMENTS

This AMENDMENT B serves the purpose of extending the term of the AGREEMENT for an additional twelve (12) months, ending on June 15, 2023. All provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT B.

III. SCOPE OF AMENDMENT

The Parties acknowledge and agree that this AMENDMENT B principally entails an extension of the performance period for an additional twelve (12) months. A modified version of **Exhibit H** ("Subrogation and Assignment Provisions") is also incorporated by reference to the AGREEMENT via this AMENDMENT B.

IV. AMENDMENTS

- A. The Parties agree to amend **Article V. EFFECTIVE DATE AND TERM**, to extend the term of the Agreement for an additional twelve (12) months of performance period, ending on June 15, 2023.
- B. **Exhibit H** ("Subrogation and Assignment Provisions") of the AGREEMENT is being replaced by a modified **Exhibit H** ("Subrogation and Assignment Provisions") hereto incorporated by reference into the Agreement and made part of the Agreement. The modified version of **Exhibit H** contains the updated legal citations of the statutes cited throughout **Exhibit H**. (See **Attachment I** of this AMENDMENT B).
- C. On April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (UEI). Accordingly, the Parties agree to replace the SUBRECIPIENT's DUNS Numbers with the following Unique Entity Identifier:

Puerto Rico Planning Board
Unique Entity ID: LX7MWNBLFLY9

- D. The Parties agree to include PRDOH's Unique Entity Identifier as part of the Agreement, as amended:

PRDOH
Unique Entity ID: FFMUBT6WCM1

V. SEVERABILITY

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

VI. SECTION HEADINGS AND SUBHEADINGS

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

JLR
JLR

WRR
WRR

VII. CONTROLLER REGISTRY

The PRDOH shall remit a copy of this AMENDMENT B to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this AMENDMENT B and any subsequent amendment hereto. The services object of this AMENDMENT B may not be invoiced or paid until this AMENDMENT B 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 AGREEMENT, as amended, constitutes the entire agreement among the Parties for the use of funds received under the AGREEMENT, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the AGREEMENT, as amended.

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

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

**PUERTO RICO DEPARTMENT OF HOUSING
CDBG-DR Grantee**

William O. Rodríguez Rodríguez
By: William O. Rodríguez Rodríguez (Jun 7, 2022 20:42 EDT)
Name: Hon. William O. Rodríguez Rodríguez, Esq.
Title: Secretary

PUERTO RICO PLANNING BOARD

Julio Lassús Ruiz
By: Julio Lassús Ruiz (Jun 7, 2022 18:43 EDT)
Name: Julio Lassús Ruiz, LLM, MP, PPL
Title: Chairman



EXHIBIT H

SUBROGATION AND ASSIGNMENT PROVISIONS

PUERTO RICO PLANNING BOARD

GEOSPATIAL FRAMEWORK PROGRAM

JLR
JLR

WORR
WORR

1. **General Provisions.**

- a) The Parties acknowledge that the following provisions of this Exhibit are hereto incorporated by reference and made an integral part of the aforementioned Subrecipient Agreement as **Exhibit H**.
- b) Changes in the provisions of this Exhibit will require an amendment to the Subrecipient Agreement. Such amendment would result in the incorporation by reference of a modified **Exhibit H** to the Subrecipient Agreement.

2. **Subrogation and Assignment Relating to Funds Received from the Puerto Rico Department of Housing under Geospatial Framework Program.**

- a) These provisions are incorporated into the Subrecipient Agreement in consideration of the commitment by PRDOH to evaluate Subrecipient's application for the award of disaster assistance funds (the "**Application**") or the Subrecipient's receipt of CDBG-DR disaster recovery funds (the "**Grant Proceeds**") under the Program being administered by PRDOH.
- b) Subrecipient understands and acknowledges that the Program is subject to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§ 5121-5207 (the "**Act**") and that, under such Act, the Subrecipient may only receive assistance to the extent that the Subrecipient has a disaster recovery need that is not fully met by insurance or other forms of disaster assistance. Subrecipient further acknowledges that these provisions are intended to ensure that Subrecipient does not receive duplicate benefits available to the Subrecipient from another source, for the same purposes as the Grant Proceeds provided under the Program, and that, any assistance determined to be duplicative must be deducted from the Program's calculation of the Subrecipient's total need prior to awarding assistance.
- c) Subrecipient hereby subrogates and assigns to PRDOH any and all of Subrecipient's future rights to, and any interest Subrecipient may have in, any reimbursement and all payments received or subsequently received from any grant, loan, insurance policy or policies of any type (each individually, a "**Policy**" and collectively, the "**Policies**"), or under any subsidy, reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("**FEMA**"), insurance payments, or any other federal, state or local government agency (each, individually, a "**Disaster Program**" and collectively, the "**Disaster Programs**") to the extent of all Grant Proceeds paid or to be paid under the Program and that are determined, in the sole discretion of PRDOH or its designated agent, to be a duplication of benefits ("**DOB**"). Any payments referred to in this paragraph, whether they are from Policies, FEMA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "**Proceeds**"; any Proceeds that are determined to be a DOB shall be referred to herein as "**DOB Proceeds**".

- d) Subrecipient agrees that, in the event that Subrecipient receives additional Proceeds related to disaster recovery that are not listed on the Duplication of Benefits Certification submitted in connection with the Application, Subrecipient will notify the PRDOH within **ten (10) working days** of receipt of the funds by sending a written notification to recoveryCDBG@vivienda.pr.gov. PRDOH will, in turn determine, in its sole discretion, if such Proceeds constitute DOB Proceeds. If any of the Proceeds are determined to be DOB Proceeds, the Subrecipient shall pay PRDOH the DOB Proceeds, to be disbursed as provided in Section 3 of this Agreement.

3. Cooperation and Further Documentation.

- a) If PRDOH elects to pursue any of the claims Subrecipient has or may have under any Policies, Subrecipient agrees to assist and cooperate with PRDOH. Subrecipient's assistance and cooperation shall include, but shall not be limited to, allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the PRDOH. Subrecipient also agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Assistance Program.
- b) If requested by PRDOH, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better subrogate and assign to PRDOH (to the extent of the Grant Proceeds paid to Subrecipient under the Program) the Policies, any amounts received under the Disaster Assistance Programs that are determined to be DOB Proceeds and/or any rights thereunder. Subrecipient further agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the PRDOH to consummate and make effective the purposes of these provisions.
- c) Subrecipient expressly allows and authorizes PRDOH to request information from any company with which Subrecipient holds or held any insurance policy or policies of any type, any other company or entity -public or private- from which the Subrecipient has applied for or is receiving assistance (such as FEMA, or others), or any non-public or confidential information determined by PRDOH, in its sole discretion, to be reasonably necessary to monitor/enforce its interest in the rights subrogated and assigned to it under this Agreement, and grant consent to such company or entity to release said information to the PRDOH.

4. Agreement to Turn Over Proceeds; Future Reassignment.

- a) If Subrecipient (or, to the extent permitted by superior loan documents, any lender to which DOB Proceeds are payable) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to PRDOH, if Subrecipient received Grant Proceeds under the Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.
- b) In the event that Subrecipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Certification ("**Subsequent Proceeds**"), Subrecipient shall pay such Subsequent Proceeds directly to the PRDOH, and PRDOH will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("**Subsequent DOB Proceeds**"). Subsequent Proceeds shall be disbursed as follows:

JLR
JLR

WRR
WRR

- (i) If Subrecipient has received full payment of the Grant Proceeds, Subrecipient shall remit any Subsequent DOB Proceeds to PRDOH. PRDOH shall return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
- (ii) If Subrecipient has received no payment of the Grant Proceeds, PRDOH shall reduce the payment of the Grant Proceeds to Subrecipient by the amount of the Subsequent DOB Proceeds and shall return all Subsequent Proceeds in excess of the Subsequent DOB Proceeds to Subrecipient.
- (iii) If Subrecipient has received a portion of the Grant Proceeds, the following shall occur: (A) PRDOH shall reduce the remaining payments of the Grant Proceeds and return Subsequent DOB Proceeds in such amount to the Subrecipient; and (B) Subrecipient shall remit any remaining Subsequent DOB Proceeds to PRDOH. PRDOH shall also return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
- (iv) If the PRDOH makes the determination that Subrecipient does not qualify to participate in the Program or Subrecipient decides not to participate in the Program, PRDOH shall return the Subsequent Proceeds to Subrecipient, and the Agreement shall terminate.
- c) Once PRDOH has recovered an amount equal to the Grant Proceeds paid to Subrecipient, PRDOH will reassign to Subrecipient any rights given to PRDOH pursuant to these provisions.

5. Miscellaneous.

- a) Subrecipient hereby represents that all statements and representations made by Subrecipient regarding any Proceeds are true and correct, as of the date of the issuance of the Grant Proceeds.
- b) In any proceeding to enforce these provisions, PRDOH shall be entitled to recover all costs of enforcement, including PRDOH's attorney fees.
- c) The parties hereto each waive the right to have any judicial proceeding concerning any of the provisions hereof tried by a jury.
- d) Neither these provisions, nor any portion or provisions hereof may be changed, waived, or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by all parties hereto and approved by PRDOH.
- e) These Subrogation and the rights and obligations of the parties shall be governed and construed in accordance with federal law and the laws of the Government of Puerto Rico without giving effect to conflict of law provisions. Any action arising out of or related to this Subrogation and Assignment provisions shall be brought within the Government of Puerto Rico.
- f) The captions of the various sections of this Subrogation and Assignment provisions have been inserted only for the purpose of convenience; such captions are not a part of the Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any provisions of this Subrogation.
- g) Subrecipient acknowledges that making a false, fictitious, or fraudulent statement or representation in this agreement is punishable under State and Federal law (18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729), and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

JLR
JLR

WORR
WORR

- h) Subrecipient acknowledges that they have been informed and understand the penalties for making a materially false or misleading statement to obtain CDBG-DR funds under the Program or any other of the PRDOH's Programs.

END OF DOCUMENT

JLR
JLR

WORR
WORR









AMENDMENT B_CONTRACT NO. 2021-DR0278

Final Audit Report

2022-06-08

Created:	2022-06-07
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAn4UcqOWRzL_2N0VXix6kLB690R6V2jC2

"AMENDMENT B_CONTRACT NO. 2021-DR0278" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2022-06-07 - 6:37:56 PM GMT- IP address: 196.28.53.20
-  Document emailed to Julio Lassús Ruiz (lassus_j@jp.pr.gov) for signature
2022-06-07 - 6:39:23 PM GMT
-  Email viewed by Julio Lassús Ruiz (lassus_j@jp.pr.gov)
2022-06-07 - 10:36:54 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Julio Lassús Ruiz (lassus_j@jp.pr.gov)
Signature Date: 2022-06-07 - 10:43:10 PM GMT - Time Source: server- IP address: 64.185.218.230
-  Document emailed to William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov) for signature
2022-06-07 - 10:43:12 PM GMT
-  Email viewed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
2022-06-08 - 0:41:49 AM GMT- IP address: 70.45.47.107
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2022-06-08 - 0:42:40 AM GMT - Time Source: server- IP address: 70.45.47.107
-  Agreement completed.
2022-06-08 - 0:42:40 AM GMT



Adobe Acrobat Sign