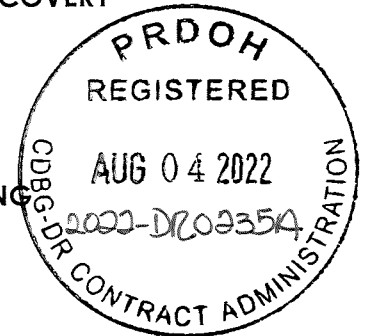




# AMENDMENT A

## COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY MUNICIPAL RECOVERY PLANNING PROGRAM

### AMENDMENT A TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND THE MUNICIPALITY OF PONCE



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This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "AMENDMENT A") is entered into this 4 day of August, 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 **MUNICIPALITY OF PONCE** (hereinafter, the "SUBRECIPIENT"), a legal entity of local government created under Act No. 107 of August 14, 2020, as amended, 21 L.P.R.A. § 7001 *et seq.*, known as the "Puerto Rico Municipal Code", with principal offices at Ponce, Puerto Rico, represented by its Mayor, Hon. Luis M. Irizarry Pabón, of legal age, mayor, married, and resident of Ponce, Puerto Rico; collectively the "Parties".

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on December 15, 2021, the Parties entered into a Subrecipient Agreement under the **Municipal Recovery Planning Program** (hereinafter, the "PROGRAM"), Contract No. 2022-DR0235, for **eight hundred eighty-six thousand five hundred fifty-two dollars and zero cents (\$886,552.00)**, with a twelve (12) months period of performance ending on December 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 acknowledge and agree that this AMENDMENT A 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 A.

**WHEREAS**, the SUBRECIPIENT has the legal power and authority in accordance with its enabling statute, Act No. 107 of August 14, 2020, as amended, 21 L.P.R.A. § 7001 *et seq.*, known as the "Puerto Rico Municipal Code", to enter into this AMENDMENT A.

**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 A subject to the following:

## TERMS AND CONDITIONS

### II. ATTACHMENTS

The information included in this AMENDMENT A serves the purpose of modifying and amending **Exhibit D** (Budget), **Exhibit E** (Funds Certification) and **Exhibit G** (Subrogation and Assignment Provisions) of the AGREEMENT. The modified or updated versions of the aforementioned exhibits are incorporated by reference into the AGREEMENT via this AMENDMENT A. All provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT A.

### III. SCOPE OF AMENDMENT

The Parties acknowledge and agree that this AMENDMENT A principally entails an increase of the Budget allocated to the SUBRECIPIENT to undertake its activities under the PROGRAM. The Parties agree to amend **Exhibit D** (Budget) to increase the following sections of the Budget: 'Staffing', 'Professional Services', 'Other Operating' and 'Equipment'. Accordingly, the Parties agree to increase the total amount of the AGREEMENT by **one hundred twenty-eight thousand eight hundred seventy-three dollars and twenty-eight cents (\$128,873.28)** for an adjusted total amount of **one million fifteen thousand four hundred twenty-five dollars and twenty-eight cents (\$1,015,425.28)**, as shown in the modified versions of the **Exhibit D** (Budget) and the **Exhibit E-I** (Funds Certification) hereto incorporated by reference to the AGREEMENT. A modified version of **Exhibit G** (Subrogation and Assignment Provisions) is also incorporated by reference to the AGREEMENT via this AMENDMENT A.

### IV. AMENDMENTS

- A. **Exhibit D** (Budget) of the AGREEMENT is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. The modified version of **Exhibit D** (Budget) increases the following sections of the Budget: 'Staffing', 'Professional Services', 'Other Operating' and 'Equipment'. Accordingly, the total amount of the AGREEMENT increases by **one hundred twenty-eight thousand eight hundred seventy-three dollars and twenty-eight cents (\$128,873.28)** for an adjusted total amount of **one million fifteen thousand four hundred twenty-five dollars and twenty-eight cents (\$1,015,425.28)** (See **Attachment I** of this AMENDMENT A).
- B. **Exhibit E** (Funds Certification) of the AGREEMENT is being amended to incorporate an additional modified **Exhibit E-I** (Funds Certification) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. **Exhibit E-I** certifies the availability of the additional funds allocated for the AGREEMENT to the SUBRECIPIENT to undertake its activities under the PROGRAM (See **Attachment II** of this AMENDMENT A).
- C. **Exhibit G** (Subrogation and Assignment Provisions) of the AGREEMENT is being replaced by a modified **Exhibit G** (Subrogation and Assignment Provisions) hereto incorporated by reference into the Agreement and made part of the Agreement. The modified version of **Exhibit G** contains the updated legal citations of the statutes cited throughout **Exhibit G** (See **Attachment III** of this AMENDMENT A).
- D. 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:

**Municipality of Ponce**  
**Unique Entity ID: JLHWBJJK69Y8**

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E. 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 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.

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**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 AGREEMENT, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this AMENDMENT A.

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**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 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 A 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 (Aug 4, 2022 17:03 EDT)  
Name: Hon. William O. Rodríguez Rodríguez, Esq.  
Title: Secretary

**MUNICIPALITY OF PONCE  
SUBRECIPIENT**

Luis M. Irizarry Pabón  
By: Luis M. Irizarry Pabón (Aug 4, 2022 16:56 EDT)  
Name: Hon. Luis M. Irizarry Pabón  
Title: Mayor



## EXHIBIT D – SECTION 1

### BUDGET

#### MUNICIPAL RECOVERY PLANNING PROGRAM

#### MUNICIPALITY OF PONCE

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*To be used with Procurement Option 1 and 2:*

#### DESCRIPTION OF SERVICES

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The Puerto Rico Department of Housing (**PRDOH**) has allocated funding for staff time and equipment or software to support planning activities, management and leadership at each Municipality of the Individual Recovery Planning process. The Program will allow Municipalities to envision a potential future and develop a plan for recovery and resilience for all populations at their Municipalities.

This funding is based on an award formula, which considers factors such as municipal population, municipal land area, real property damage assessment, municipal coastline length, municipal area covered by water, as well as a base allocation of two-hundred and fifty thousand dollars (**\$250,000.00**).

Municipalities will procure a firm to undertake planning activities. These firms, at the behest of Municipal leadership, will administer participatory recovery planning activities with residents of each Municipality.

Key deliverables and tasks include:

- Analysis of Existing Conditions
- Data Analysis
- Public Engagement
- Plan Development
- Implementation Plan Development
- Overall Grant Management functions
- Finance, Invoicing and Contract Management functions
- Procurement functions
- Reporting functions

A combination of municipal staff and/or professional services may be utilized in the successful completion of Key Deliverables and the execution of required tasks. If utilized, in addition to programmatic tasks, vendors will also work with municipal staff who are supporting MRP Program activities to build key skill sets associated with coordination, oversight, and management of planning efforts. Reimbursement will be provided for

reasonable costs associated with specific planning and grant management activities within the following budget categories:

1. Staff
2. Professional Services
3. Operational Costs
4. Equipment

Planning and grant management activities will include, but are not limited to, the following as described in **Exhibit A (Scope of Work)** and **Exhibit B (Timeline and Performance Goals)**:

1. Activities necessary to develop a recovery plan.
2. Activities necessary for the monitoring, evaluation, and oversight of vendor activities and deliverables.

### **1. Total Allocation and Authorized Budget**

- a) PRDOH designated to the Subrecipient a total allocation amount of \$1,015,425.28 for the Municipal Recovery Planning Program.
- b) The maximum authorized budget for the Subrecipient shall be according to procurement option exercised by the Subrecipient.

### **2. Distribution of Authorized Maximum Budget**

The maximum budget amount shall be distributed as follows:

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## STAFFING

Position	Total Hours per Month [A]	Hourly Rate [B]	Number of Months Needed [C]	Avg. Cost per month E = [A] x [B]	Expected Cost for Program E=[A]x[B]x[C]
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### Administrative Staff

Grant Manager	160	\$31.20	12	\$ 4,992.00	\$ 59,904.00
Compliance Manager				\$ 0.00	\$ 0.00
Compliance Specialist	160	\$17.94	12	\$ 2,870.40	\$ 34,445.00
Finance Manager				\$ 0.00	\$ 0.00
Finance Specialist	80	\$19.24	12	\$ 1,539.20	\$ 18,471.00
Procurement Manager	160	\$21.51	6	\$ 3,601.60	\$ 21,610.00
Outreach and Communications Coordinator	100	\$17.05	6	\$ 1,705.00	\$ 10,230.00
Administrative Assistant	160	\$16.09	12	\$ 2,574.40	\$ 30,893.00

### Staff to assist with Planning Services

Planning Specialist	160	\$19.60	8	\$ 3,136.00	\$ 25,088.00
GIS/Data Analyst				\$ 0.00	\$ 0.00
<b>Total Maximum resources Cost:</b>					<b>\$ 200,641.00</b>

## PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Planning Services	Option 2	\$ 600,733.00
<b>Total Budget for Services to be Contracted:</b>		<b>\$ 600,733.00</b>

## OTHER OPERATING

Item Name	Item Description	Budget
Rentals	Rental of facilities or equipment among others for short term use related to activities necessary to carry out the tasks and activities described in this Agreement.	\$ 42,000.00
Media	Media, promotions, or outreach among others.	\$ 50,000.00
Travel and Mileage	Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the MRP Program.	\$ 5,000.00
Overhead	Operating and overhead are those costs that are part of the normal functioning of the office, and which provide benefits to multiple programs/awards.	\$ 80,635.28
<b>Total Expenses Budget:</b>		<b>\$ 177,635.28</b>

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## EQUIPMENT

Item Name	Item Description	Budget
Software	Acquisition of Software applications, programs that run on a device, as the variable part of the computer and hardware.	\$ 136.00
Computer Equipment	Acquisition of office equipment: computers, and accessories.	\$ 21,589.00
Office Equipment	Acquisition of office equipment: office furniture's.	\$ 14,691.00
<b>Total Expenses Budget:</b>		<b>\$ 36,416.00</b>

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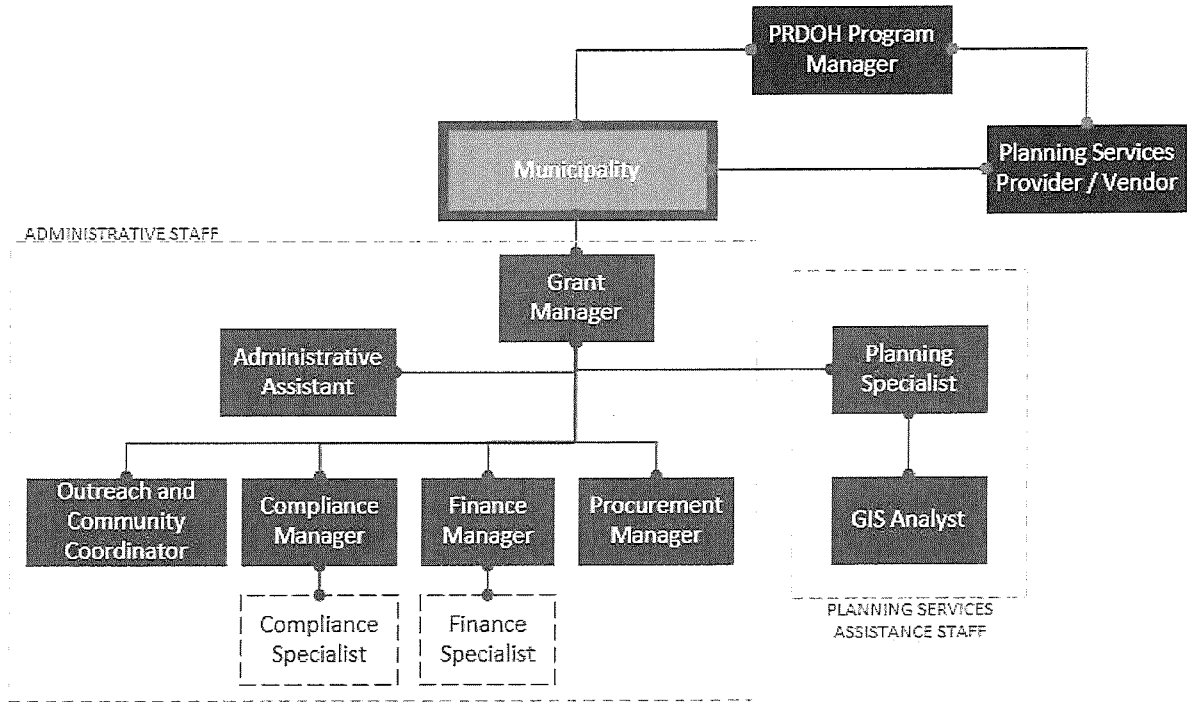
PROJECT ACTIVITY DELIVERY COSTS		
STAFFING	Hourly rates and salaries	\$ 200,641.00
PROFESSIONAL SERVICES	Allowance for Specialized Planning Services	\$ 600,733.00
OTHER OPERATING	Operational costs associated with delivery and implementation activities	\$ 177,635.28
EQUIPMENT	Software, computers, office equipment, etc.	\$ 36,416.00
<b>TOTAL COSTS</b>		<b>\$ 1,015,425.28</b>
<b>GRAND TOTAL</b>		<b>\$ 1,015,425.28</b>

PRDOH reserves the right to adjust funding levels for each grantee and the allocation of the funding amounts for each planning component. Once Applicants are selected for award, PRDOH will determine the total amount to be awarded to any subrecipient, based upon the scope of services to be provided, funds available, and other factors that PRDOH may determine.

### Budget Re-distribution

- a) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown above without exceeding the Total Authorized Budget.
- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the re-distribution cannot be considered as authorized.
- c) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

The PRDOH has initially identified key positions that each planning team must provide following the organizational structure of resources as presented in the next figure.



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Proposed Planning Services Organizational Structure for Procurement Option 1 and 2

**END OF DOCUMENT**





GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Attachment II Exhibit E-I

**Contract Code:** 1415-a  
**Type:** Change Order A\_V2  
**Original Registered Code:** 2022-DR0235

## CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

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**Contracting Of:** MUNICIPALITY OF PONCE  
**Source of Funds:** 14.228 CDBG Funds  
**For:** Amendment A to 2022-DR0235 - Municipal Recovery Planning (Ponce)  
**Amount:** \$128,873.28

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The breakdown and grant of the certified funds is as follows:

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-17-DM-72-0001	Planning	r01p06mnp-doh-na	P - Program Subsidy	6090-01-000	\$128,873.28
					<u>\$128,873.28</u>

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 05/12/2022  
Electronic Approval  
Budget Manager

Nilda Baez Signed Date - 05/16/2022  
Electronic Approval  
Finance Director



## EXHIBIT G

### SUBROGATION AND ASSIGNMENT PROVISIONS

#### MUNICIPALITY OF PONCE

#### Municipal Recovery Planning Program

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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 G**.
- 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 G** to the Subrecipient Agreement.

2. **Subrogation and Assignment Relating to Funds Received from the Puerto Rico Department of Housing Municipal Recovery Planning 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 [planningcdbg@vivienda.pr.gov](mailto:planningcdbg@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.

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### 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.

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### 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:

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- (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.

- 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.

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# AMENDMENT A\_CONTRACT NO. 2022-DR0235

Final Audit Report

2022-08-04

Created:	2022-08-02
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4iXewNG6w4RYL2yF6RLxCCv9hFoKbiJ3

## "AMENDMENT A\_CONTRACT NO. 2022-DR0235" History

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-  Signer luis.irizarry@ponce.pr.gov entered name at signing as Luis M. Irizarry Pabón  
2022-08-04 - 8:56:02 PM GMT- IP address: 173.215.205.102
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-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
2022-08-04 - 9:03:06 PM GMT- IP address: 75.67.43.105
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)  
Signature Date: 2022-08-04 - 9:03:07 PM GMT - Time Source: server- IP address: 75.67.43.105
-  Agreement completed.  
2022-08-04 - 9:03:07 PM GMT

