



**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
MUNICIPAL RECOVERY PLANNING PROGRAM**

**AMENDMENT B TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF GURABO**



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, "**AMENDMENT B**") is entered into this 9 day of September, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPRÁ § 441 *et seq.*, known as the "**Department of Housing Organic Act**" ("**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 Gurabo ("**Subrecipient**"), a local government legal entity, with principal offices at Gurabo, Puerto Rico, represented herein by its Mayor, Hon. Rosachely Rivera Santana, of legal age, single, and resident of Gurabo, Puerto Rico; collectively the "Parties".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on March 10, 2021, the Parties entered into a Subrecipient Agreement, Contract Number 2021-DR0112 (hereinafter, "**Agreement**"), for the amount of **one hundred fifteen thousand five hundred seventy-six dollars (\$115,576.00)** for the Subrecipient to undertake its planning activities under the Municipal Recovery Planning Program ("**MRP**"). The Parties agreed on a performance period of **twelve (12) months** from the day of the execution of the Agreement, ending on **March 10, 2022**.

**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**, on December 7, 2021, the Parties executed **Amendment A** to the Agreement, Contract Number 2021-DR0112A, to extend the period of performance of the Agreement for an additional **six (6) months**, ending on **September 10, 2022**. The agreement extension, as well as updates to the Program guidelines, changes in law, and several applicable legal citations, required the modification of the following Exhibits: **Exhibit A (Scope of Work); Exhibit B (Timeline and Performance Goals); Exhibit C (Key Personnel); Exhibit D (Budget); Exhibit F (HUD General Provisions and Other Federal Statutes); Exhibit G (Special Conditions); Exhibit H (Subrogation and Assignment Provisions)**. The budget remains the same, **one hundred fifteen thousand five hundred seventy-six dollars (\$115,576.00)**.

**WHEREAS**, the parties wish to amend **General Award Information, Section V (Effective Date and Term), Exhibit D (Budget)** to extend the period of performance to **three (3) additional months**, ending on **December 12, 2022**, and amend **Exhibit H (Subrogation and Assignment Provisions)**.

**WHEREAS**, this **AMENDMENT B** does not 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 enter into this **AMENDMENT B**.

*RRS*  
RRS

*WDRR*  
WDRR

**WHEREAS**, the Subrecipient has the legal power and authority to enter into this **AMENDMENT B** with the PRDOH, in accordance with Article 1.008(q) of Act No. 107 of August 14, 2020, also known as the Puerto Rico Municipal Code, 21 L.P.R.A. § 7013(q); and by signing this **AMENDMENT B**, the Subrecipient assures PRDOH that it shall comply with all the requirements described herein.

**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:

**II. TERMS AND CONDITIONS**

**A. SAVINGS CLAUSE**

The information included in this **AMENDMENT B** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following sections B and C of this **AMENDMENT B**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

**B. SCOPE OF THE AMENDMENT**

The Parties acknowledge and agree that this **AMENDMENT B** entails a modification of the **PERIOD OF PERFORMANCE** and **END DATE** of the Agreement. The Subrecipient requested a contract extension of **three (3) months** to continue undertaking its planning activities under the Program. Therefore, modifications to **General Award Information, Section V (EFFECTIVE DATE AND TERM)**, and **Exhibit D (Budget)** of the Agreement are being modified via this **AMENDMENT B**. Additionally, **Exhibit H (Subrogation and Assignment Provisions)** is being amended. As stated before, all other provisions of the original Agreement, including the total BUDGET amount, remain unaltered.

**C. AMENDMENTS**

a. The Parties wish to amend **GENERAL AWARD INFORMATION**:

|  |  |
|--|--|
| CDBG-DR Grantee Federal Award Identification Number: | Unique Entity ID #: FFMUBT6WCM1  |
| CDBG-DR Grantee Federal Award Date:                  | September 20, 2018   |
| Federal Award project description:                   | See <b>Exhibit A</b> ("Scope of Work")   |
| Subrecipient Contact Information:                    | Hon. Rosachely Rivera Santana<br>Mayor<br>Municipality of Gurabo<br>PO Box 3020<br>Gurabo, PR 00778  |
| Subrecipient Unique Identifier:                      | Unique Entity ID #: SLYDLMLQHXM6   |
| Subaward Period of Performance:                      | Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement, as amended.<br>End Date: <b>twenty-one (21) months</b> from Start Date.   |
| Funds Certification:                                 | Date: December 15, 2020<br>Authorized Amount: <b>\$115,576.00</b><br>Funds Allocation: CDBG-DR "R01P06MRP-DOH-NA"<br>Account Number: 6090-01-000<br>See <b>Exhibit E</b> ("Funds Certification") |

*RRS*  
RRS

*WORR*  
WORR

- b. **Exhibit D** (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement (See **Attachment I**) to modify Staffing Section Column (C).
- c. **Exhibit F (Subrogation and Assignment Provisions)** of the Agreement is being replaced by a modified **Exhibit F (Subrogation and Assignment Provisions)** hereto incorporated by reference into the Agreement (See **Attachment II**).
- d. **Section V (EFFECTIVE DATE AND TERM)** of the Agreement is being amended as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement is a maximum of **twenty-one (21) months** from the date of its execution, ending on **December 12, 2022**.*

*The MRP Program will occur as two (2) consecutive components to identify projects and actions necessary for holistic recovery from Hurricanes Irma and María: Individual Municipal Planning and Regional Municipal Planning. This Agreement only pertains to Individual Municipal Planning. This Individual Municipal Planning process will have a Pre-Program Activity Period which will last a maximum of six (6) months and will comprise activities depending on the procurement option chosen by the Subrecipient. These activities may include but are not limited to independent procurement, mobilization, staff buildup, and launch. Individual Municipal planning-specific activities must be submitted to PRDOH within six (6) months of the planning start date. After the six (6) month Individual Planning Activity period, PRDOH will conduct a final review of the Individual Municipal Plans. Hence, the entire Individual Municipal Planning process will have a maximum term of **twenty-one (21) months**. More details may be found in Exhibit A ("Scope of Work") and Exhibit B ("Timelines and Performance Goals").*

*The End of Term shall be the later of (i) **December 12, 2022**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements<sup>1</sup> have been satisfied or, where no Close-Out Requirements apply to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.*

[...]

- e. The Parties agree to amend **Section XI. CDBG-DR POLICIES AND PROCEDURES** as follows:

*In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and*

RRS  
RRS

WORR  
WORR

regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

- f. The Parties agree to add **Section XXX. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** as follows:

*The Subrecipient must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.*

### III. SEVERABILITY

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

### IV. 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**.

### V. COMPTROLLER 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 thereto. 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, under Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

### VI. 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 concerning the Agreement, as amended.

### VII. 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.

### VIII. COMPLIANCE WITH INSURANCE & BONDING REQUIREMENTS

PRDOH will execute this **AMENDMENT B** conditioned to the submission by the Subrecipient of the required insurance policies within **thirty (30)** calendar days of the signing of this **AMENDMENT B**. Failure to comply with the submission of the insurance policies may result in the withholding of reimbursements or the termination of the Agreement.

RRS

WORR

**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**

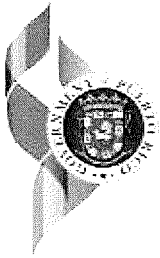
*William O. Rodríguez Rodríguez*  
By: William O. Rodríguez Rodríguez (Sep 9, 2022 16:46 EDT)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

*RRS*  
RRS

*WORR*  
WORR

**MUNICIPALITY OF GURABO  
Subrecipient**

*Rosachely Rivera Santana*  
By: Rosachely Rivera Santana (Sep 9, 2022 14:59 EDT)  
Name: Rosachely Rivera Santana  
Title: Mayor



## **EXHIBIT D – SECTION 1**

### **BUDGET**

#### **MUNICIPAL RECOVERY PLANNING PROGRAM**

#### **MUNICIPALITY OF GURABO**

*To be used with Procurement Option 1:*

RRS  
RRS

#### **DESCRIPTION SERVICES**

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 provide Municipalities to envision a potential future and develop a plan for recovery and resilience for all populations at their Municipalities.

WORR  
WORR

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.

RRS  
RRS

WORR  
WORR

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

- a) PRDOH designated to the Subrecipient a total allocation amount of \$449,268.08 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:

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## STAFFING

| Position                                      | Total Hours per Month [A] | Hourly Rate [B] | Estimated Number of Months Needed [C] | Avg. Cost per month E = [A] x [B] | Expected Cost for Program E=[A]x[B]x[C] |
|---|---------------------------|-----------------|---------------------------------------|-----------------------------------|---|
| <b>Administrative Staff</b>                   |                           |                 |                                       |                                   |   |
| Grant Manager                                 | 60                        | \$27.00         | 12                                    | \$1,620.00                        | \$19,440.00                             |
| Compliance Manager                            | 40                        | \$23.00         | 12                                    | \$920.00                          | \$11,040.00                             |
| Compliance Specialist                         | 40                        | \$18.00         | 12                                    | \$720.00                          | \$8,640.00                              |
| Finance Manager                               | 0                         | \$0.00          | 0                                     | \$0.00                            | \$0.00                                  |
| Finance Specialist                            | 40                        | \$12.00         | 12                                    | \$480.00                          | \$5,760.00                              |
| Procurement Manager                           | 40                        | \$15.00         | 2                                     | \$600.00                          | \$1,200.00                              |
| Outreach and Communications Coordinator       | 40                        | \$22.00         | 12                                    | \$880.00                          | \$10,560.00                             |
| Admin Assistant                               | 100                       | \$12.00         | 12                                    | \$1,200.00                        | \$14,400.00                             |
| <b>Staff to assist with Planning Services</b> |                           |                 |                                       |                                   |   |
| Planning Specialist                           | 160                       | \$15.00         | 6                                     | \$2,400.00                        | \$14,400.00                             |
| GIS/Data Analyst                              | 160                       | \$12.00         | 6                                     | \$1,920.00                        | \$11,520.00                             |
| <b>Total Maximum resources Cost:</b>          |                           |                 |                                       |                                   | <b>\$96,960.00</b>                      |

*RRS*  
RRS

*WORR*  
WORR

## PROFESSIONAL SERVICES

| Services Name                                      | Services Description             | Budget        |
|--|----------------------------------|---------------|
| Planning Services                                  | Option 1 - PRDOH Planning Vendor | \$0.00        |
| <b>Total Budget for Services to be Contracted:</b> |                                  | <b>\$0.00</b> |

## OTHER OPERATING

| Item Name                     | Item Description   | Budget             |
|-------------------------------|--|--------------------|
| Rentals                       | Rental of facilities or equipment for short term use related to activities necessary to carry out the tasks and activities described in this Grant Agreement MRP Program.          | \$0.00             |
| Media                         | Media, promotions or outreach.   | \$10,000.00        |
| 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. | \$0.00             |
| 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.                               | \$0.00             |
| <b>Total Expenses Budget:</b> |  | <b>\$10,000.00</b> |



## 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. | \$800.00          |
| Computer Equipment            | Acquisition of office equipment: computers, and accessories.  | \$3,648.00        |
| Office Equipment              | Acquisition of office equipment: Office furniture's.  | \$4,168.00        |
| <b>Total Expenses Budget:</b> |   | <b>\$8,616.00</b> |

*RRS*  
RRS

| PROJECT ACTIVITY DELIVERY COSTS |  |                     |
|---------------------------------|--|---------------------|
| STAFFING                        | Hourly rates and salaries  | \$96,960.00         |
| PROFESSIONAL SERVICES           | Allowance for Specialized Planning Services                              | \$0.00              |
| OTHER OPERATING                 | Operational costs associated with delivery and implementation activities | \$10,000.00         |
| EQUIPMENT                       | Software, computers, office equipment, etc.                              | \$8,616.00          |
| <b>TOTAL COSTS</b>              |  | <b>\$115,576.00</b> |
| <b>GRAND TOTAL</b>              |  | <b>\$115,576.00</b> |

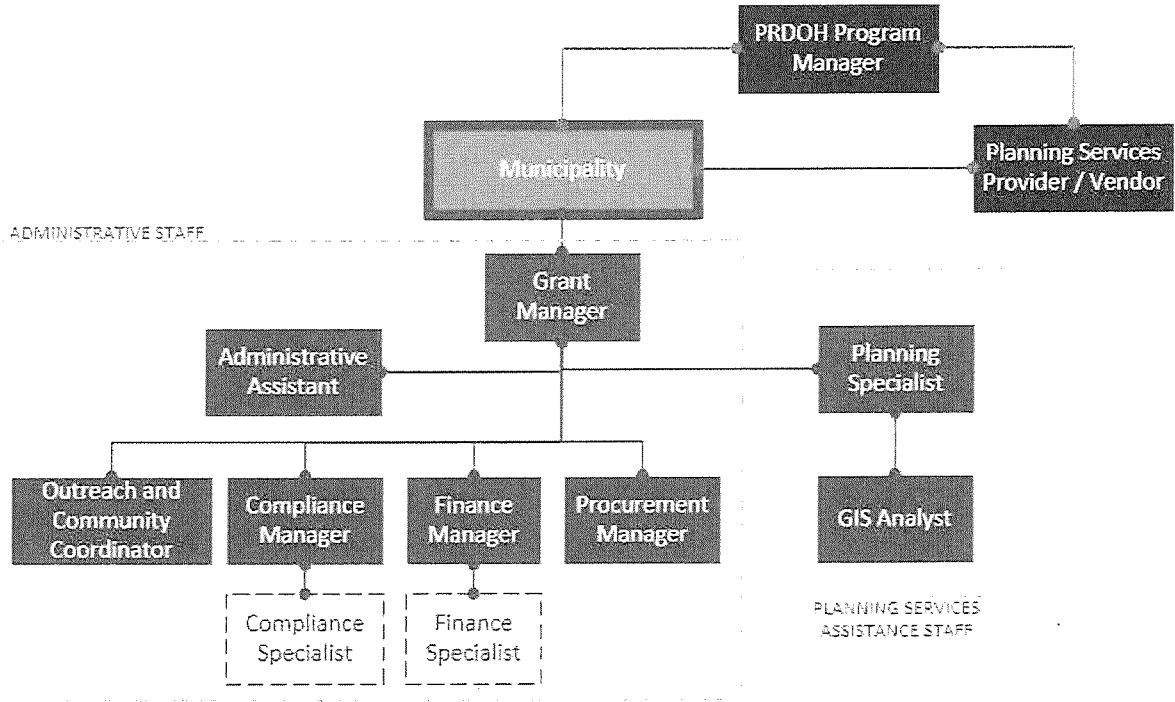
*WORR*  
WORR

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.



*RRS*  
RRS

*WORR*  
WORR

Proposed Planning Services Organizational Structure for Procurement Option 1



# EXHIBIT H

## SUBROGATION AND ASSIGNMENT PROVISIONS

### MUNICIPAL RECOVERY PLANNING PROGRAM

### MUNICIPALITY OF GURABO

#### 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.

*RRS*  
RRS

*WORR*  
WORR

#### 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 the 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 before 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**".

- RRS  
RRS
- WORR  
WORR
- 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.

### 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 the suit to be brought in Subrecipient's name(s) and providing any additional documentation concerning 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:
- (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.

RRS  
RRS

WORR  
WORR

- (iv) If the PRDOH determines that Subrecipient does not qualify to participate in the Program or the 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 under 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 provisions, and the rights and obligations of the parties shall be governed and construed by 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.

RRS  
RRS

WORR  
WORR

**END OF DOCUMENT**

RRS

RRS

WORR

WORR












# GURABO AMENDMENT B

Final Audit Report

2022-09-09

|                 |  |
|-----------------|--|
| Created:        | 2022-08-24                                     |
| By:             | Radames Comas Segarra (rcomas@vivienda.pr.gov) |
| Status:         | Signed   |
| Transaction ID: | CBJCHBCAABAAYTYnfOQ4o6gMIOw4tB7qWAzS1iSAR56z   |

## "GURABO AMENDMENT B" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)  
2022-08-24 - 1:59:58 PM GMT- IP address: 196.28.53.20
-  Document emailed to rivera@gurabopr.com for signature  
2022-08-24 - 2:02:45 PM GMT
-  Email viewed by rivera@gurabopr.com  
2022-09-09 - 6:44:54 PM GMT- IP address: 38.107.88.74
-  New document URL requested by rivera@gurabopr.com  
2022-09-09 - 6:50:17 PM GMT- IP address: 38.107.88.74
-  Signer rivera@gurabopr.com entered name at signing as Rosachely Rivera Santana  
2022-09-09 - 6:59:01 PM GMT- IP address: 38.107.88.74
-  Document e-signed by Rosachely Rivera Santana (rivera@gurabopr.com)  
Signature Date: 2022-09-09 - 6:59:03 PM GMT - Time Source: server- IP address: 38.107.88.74
-  Document emailed to w.rodriquez@vivienda.pr.gov for signature  
2022-09-09 - 6:59:05 PM GMT
-  Email viewed by w.rodriquez@vivienda.pr.gov  
2022-09-09 - 8:45:34 PM GMT- IP address: 104.47.65.254
-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
2022-09-09 - 8:46:22 PM GMT- IP address: 196.28.53.20
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)  
Signature Date: 2022-09-09 - 8:46:23 PM GMT - Time Source: server- IP address: 196.28.53.20
-  Agreement completed.  
2022-09-09 - 8:46:23 PM GMT



Adobe Acrobat Sign