



# Amendment E

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

**AMENDMENT E TO THE AGREEMENT FOR  
GRANT MANAGEMENT SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
HORNE, LLP**

Contract No. 2019-DR0001  
Amendment E Contract No. 2019-DR0001E



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This **AMENDMENT E TO AGREEMENT FOR GRANT MANAGEMENT SERVICES (Amendment or Amendment E)** is entered into in San Juan, Puerto Rico, this 19 of April, 2024, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, *et seq.*, known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **HORNE, LLP (CONTRACTOR)**, with principal offices in 269 Ponce de León Avenue, Hato Rey, San Juan, Puerto Rico, 00917-1918 herein represented by Samir El Hage-Arocho, in his capacity as Partner, of legal age, married, professional, and resident of Guaynabo, Puerto Rico, duly authorized by Corporate Resolution issued on April 3, 2024.

### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on May 3, 2019, the PRDOH and the CONTRACTOR entered into an Agreement for Grant Management Services under the CBDG-DR Program, registered under Contract No.2019-DR0001, for a maximum amount not to exceed **ONE HUNDRED TWENTY-TWO MILLION FIVE HUNDRED THREE THOUSAND SIX HUNDRED AND EIGHTY-NINE DOLLARS (\$122,503,689.00)**, ending on May 2, 2022 (**Agreement or Contract**).

**WHEREAS**, on April 17, 2020, the Agreement was amended through **Amendment A**, registered as Contract No. 2019-DR0001A. In summary, Amendment A served the purpose of modifying **Attachment G** (Compensation Schedule) as well as conforming the Agreement to federal, state, and local regulations and statutes. Neither the period of performance nor the budget was modified in Amendment A.

**WHEREAS**, on September 16, 2021, the Agreement was amended through **Amendment B**, registered as Contract No. 2019-DR0001B. In summary, Amendment B served the purpose of modifying **Attachment D** (Scope of Work) as well as conforming the Agreement to federal, state, and local regulations and statutes. Neither the period of performance nor the budget was modified in Amendment B.

**WHEREAS**, on February 25, 2022, the Agreement was amended through **Amendment C**, registered as Contract No. 2019-DR0001C. In summary, Amendment C served the purpose of modifying **Attachment E** (Insurance Requirements) as well as conforming the Agreement to federal, state, and local regulations and statutes. Neither the period of performance nor the budget was modified in Amendment C.

**WHEREAS**, on May 2, 2022, the Agreement was amended through **Amendment D**, registered as Contract No. 2019-DR0001D. In summary, through Amendment D the term of the Agreement was extended for an additional twenty-four (**24**) months, ending on May 3, 2024. Also, the Agreement was amended to increase the budget amount by **FORTY-FIVE MILLION FIVE HUNDRED SIXTY THOUSAND THIRTY-NINE DOLLARS AND THIRTY-**

**FIVE (\$45,560,039.35) for a total allocation of ONE HUNDRED SIXTY-EIGHT MILLION SIXTY-THREE THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS AND THIRTY-FIVE CENTS (\$168,063,728.35).**

**WHEREAS**, on February 13, 2024, the Procurement Division conducted a Price Reasonableness Analysis for this Amendment E. The proposed amount for Amendment E will raise the current total budget for the Agreement by 2.81%, resulting in a new total budget of **ONE HUNDRED SEVENTY-TWO MILLION SEVEN HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND SEVENTY CENTS (\$172,787,317.70)**. Taking into consideration the challenging circumstances ahead for the CDBG-DR Program, the Procurement Division determined that the increase in budget is deemed reasonable.

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**WHEREAS**, it is the intention of the Parties that this Amendment is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

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**WHEREAS**, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

## II. SAVINGS CLAUSE

The information included in this Amendment E serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Articles III and IV of this Amendment E. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

## III. SCOPE OF AMENDMENT

Since the Grant Agreement's execution, the United States Housing and Urban Development (**HUD**) has authorized two (**2**) separate extensions to the grant performance period. Originally set to end on September 20, 2026, recently HUD extended the performance period to December 31, 2029.

The original six (**6**) year expenditure deadline, notified in May of 2019 in the Federal Register Notice, was the basis for determining the grant agreement's performance timeline between PRDOH and the CONTRACTOR, established from September 20, 2018, to September 20, 2024. PRDOH's projection when signing the Agreement was that the management services agreement and grant allocation were to expire concurrently with the CDBG-DR grant. Due to the events that occurred from 2019, the impact of COVID-19 on the implementation and expenditure, to 2022, and the impact caused to the implementation of programs, PRDOH was faced with the challenge of submitting a new grant performance extension for a limited period and close-out activities. In November 2023, HUD approved an extension for CDBG-DR until December 2029.

PRDOH did not envision the upsetting impacts of the referred events and the delaying of performances back in 2019, nor the enormous amount of data created which requires a thorough procedure with enough time to mitigate the risk of a possible shutdown. The abovementioned impact generates the need for a new grant management service's procurement process since CDBG-DR allocations exceed the Agreement with the current Grant Manager.

On December 15, 2023, the PRDOH published a new Request for Proposals (**RFP**) for grant management services. Once the new contractor is selected, a transition of digital data will ensue requiring a copious amount of time for either the same or a new firm, depending on the award, to engage and migrate without the risk of activity interruption. This situation will necessarily require implementing a transition period to allow for an orderly and efficient transfer of responsibilities from one firm to another.

Now, Section X of the Agreement includes a period of transition upon the termination of the Agreement. This Section does not include a transition period after the contract expires. As a result, following approval of the grant extension until December 31, 2029, and to ensure a smooth transition without negatively impacting Program performance and service delivery, the contract must be amended. Nevertheless, because of PRDOH's and the CONTRACTOR's contractual obligations, the scaling back of services and transfer of responsibilities cannot commence before the Agreement ends and a potential new contract is awarded. This means that the transition period must begin after PRDOH and the CONTRACTOR's contract expiration.

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PRDOH carried out an analysis taking into consideration the current contract, the possibility of having a new contractor for Grant Management Services, and the need to provide continuity of services to carry out an orderly transition. According to this analysis, PRDOH will need to overcome various technical and operational challenges arising from the Program's unique scope and complexity. Left unaddressed, these challenges may threaten the Program's performance and, more crucially, the delivery of services to the Program's beneficiaries. Perhaps the most salient technical challenge of the transition involves the transfer of a vast amount of digital information, totaling over 40 terabytes, from the current grant manager to the potential new firm. Independent consultants have advised PRDOH that not only will this data transfer process require substantial time to complete, but that it may be further complicated by the unique technical features of the CONTRACTOR's proprietary data managing and storing system. PRDOH has responded to this unanticipated circumstance by requesting proponents in the new request for proposals to make available to PRDOH a data system fully compatible with the system currently employed. This requirement, however, means that the data transfer process may commence only after a responsive firm is awarded the new grant management contract. Otherwise, the new firm would need to incur an exceedingly costly and time-consuming data migration process. Even more concerning, this process would require a complete system shutdown which will impede in major ways the day-to-day activities of all subrecipients, program managers, and PRDOH administration personnel, essentially halting Program operation.

In terms of the operational challenges posed by the transition, PRDOH anticipates a new firm will necessarily require considerable time to adjust to the Program's operational and technical complexities. Currently, PRDOH's program portfolio consists of 23 programs under the original CDBG-DR allocation and the CDBG-DR Energy allocation. Together, these programs encompass over 750 signed subrecipient agreements across 26 entities, with additional support provided through 24 program management service agreements.

It is worth emphasizing all the services these entities provide are dependent to varying degrees on the current grant manager's technical and operational support, including access to its proprietary data managing and storing software of which PRDOH currently holds over 2,000 licenses. This support, including the effective working relations already developed between the CONTRACTOR's consultants and various stakeholders, including the Technical Coordination Team -comprised of members from various federal agencies- and Puerto Rico's electric energy transmission and distribution utility staff, is of paramount

significance to the timely implementation of the programs under the CDBG- DR Energy allocation.

For all of the indicated reasons, PRDOH will need to implement a planned and gradual transition process that ensures a new firm can adequately take on the CONTRACTOR's current responsibilities and provide the same level of support to all program operators. This process will necessarily require scaling back over time the services currently provided by the CONTRACTOR while a new firm gradually adjusts to the Program and takes on more responsibilities. Also, for practical reasons and also due to PRDOH and the CONTRACTOR's contractual obligations, this scaling back of services cannot start before the Agreement ends and a potential new firm is awarded the new grant management contract. Ultimately, these considerations require the CONTRACTOR to make itself available to assist PRDOH in ensuring a transition that guarantees uninterrupted Program operation for a reasonable period, until a new firm can fully engage in its new obligations. Failure to implement the required transition period may lead to grave consequences such as Program operation interference or, worse, a complete shutdown that will have a disastrous impact.

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Therefore, an amendment to the Agreement is needed to require the CONTRACTOR's availability to assist PRDOH during a limited transition period, in a manner that guarantees uninterrupted program operation and a gradual transfer of responsibilities to a potential new grant management firm and is reasonable and does not impede on the principles of full and open competition. For that reason, a Transition Period Schedule (**PTS**) will be included to describe the tasks, deliverables, and timeframe dates the Contractor must follow during the transition period. Neither the original PTS nor any mutually agreed subsequent changes to it will require an amendment to the Agreement for it to be binding between the parties. Also, a new budget assignment is needed to fund the transition and contract closeout.

Consequently, through Amendment E, **ARTICLE X. TERMINATION, G. PERIOD OF TRANSITION** is being amended to reflect the period of transition terms. Also, the Amendment will increase the budget by **FOUR MILLION SEVEN HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED EIGHTY-NINE DOLLARS AND THIRTY-FIVE CENTS (\$4,723,589.35)** for a new total budget of **ONE HUNDRED SEVENTY-TWO MILLION SEVEN HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND SEVENTY CENTS (\$172,787,317.70)**. This Amendment E does not modify the hourly rates. Also, Amendment E includes a contract extension for the transition period of one hundred and eighty (**180**) calendar days, ending on **October 30, 2024**.

Lastly, this Amendment includes a new **Attachment H** (Contractor Certification), and **Attachment I** (Non-Conflict of Interest Certification). All other provisions of the original Agreement remain unaltered.

#### IV. AMENDMENTS

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment H** (Contractor Certification). (**Attachment I** of this Amendment E).
- B. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment I** (Non-Conflict of Interest Certification). (**Attachment II** of this Amendment E).

C. The Parties agree to amend **Article II. TERM OF AGREEMENT**, paragraph A with the following:

A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of this Agreement will be for a performance period of sixty (60) months, ending on May 3, 2024.

*The Parties hereby agree to extend the term of the Agreement for a period of transition of one hundred and eighty (180) calendar days, ending on **October 30, 2024.***

[...]

D. The Parties agree to amend **Article IV. COMPENSATION AND PAYMENT**, Paragraph B, as follows:

*B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed: **ONE HUNDRED SEVENTY-TWO MILLION SEVEN HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND SEVENTY CENTS (\$172,787,317.70); Account Numbers: 4190-10-000 / 4190-22-000.***

E. The Parties agree to amend **Article X. TERMINATION**, paragraph G as follows:

*G. Period of Transition: Upon termination of this Agreement, and for one hundred and eighty (180) calendar days, with the option of extending the period of transition for two (2) additional terms of ninety (90) calendar days thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for the 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 CONTRACTOR 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.*

F. The Parties agree to amend **Article XV. FORCE MAJEURE**, as follows:

*In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, 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 CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.*

*The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force*

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Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

G. The Parties agree to amend **Article XIX. SUBCONTRACTS** as follows:

**A. General:** All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

**B. Specific Requirements:** All subcontracts shall contain provisions specifying:

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

**C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

**D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

**E. Notification:** Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR funds, as well as any other subcontracts listed in **Attachment H** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXI of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed

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to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

H. The Parties agree to amend **Article LIV. CDBG-DR POLICIES AND PROCEDURES** as follows:

*In addition to what is established in this Agreement, the CONTRACTOR 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 regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.*

#### **V. HEADINGS**

The titles of the paragraphs of this Amendment are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

#### **VI. 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 Programs, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

#### **VII. COMPLIANCE WITH LAW**

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

#### **VIII. SUBROGATION**

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, that are found to be ineligible, unallowable, unreasonable, duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

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**IX. COMPTROLLER REGISTRY**

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

**X. ENTIRE AGREEMENT**

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

**XI. SEVERABILITY**

If any provision of this Amendment shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

**XII. COUNTERPARTS**

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

**XIII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL 30, 2021, REGARDING PROFESSIONAL SERVICES**

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

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**XIV. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS**

As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, *et seq.*, also known as "PROMESA", the Financial Oversight and Management Board for Puerto Rico (**FOMB**) require approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan." For the approval process, the FOMB requests, among other information, the Contractor Certification Requirement for its evaluation.

In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

**XV. SURVIVAL OF TERMS AND CONDITIONS**

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

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

**PUERTO RICO DEPARTMENT OF  
HOUSING**

**HORNE, LLP**

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Apr 19, 2024 16:16 EDT)

William O. Rodríguez Rodríguez, Esq.  
Secretary

Samir El Hage

Samir El Hage (Apr 18, 2024 18:16 EDT)

Samir El Hage-Arocho  
Partner



**ATTACHMENT H**  
**APPENDIX C**  
**CONTRACTOR CERTIFICATION**  
**FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO**  
**CONTRACTS REVIEW POLICY**

**HORNE, LLP**

The following is hereby certified to the Oversight Board regarding the request for authorization to execute a contract amendment for Grant Management Services by and between the **Puerto Rico Department of Housing** and **HORNE, LLP**:

1. The expected subcontractor(s) in connection with the proposed contract<sup>1</sup> is (are) the following:

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Company Name	Services	Name of Individual or Firm, including names of Principals and Principal Stakeholders	Proposed Estimated Contract Amount
C2S Consulting, LLC	Software Development Services	Jesús Colón Contreras Marco Nuñez Nelson Prieto William Villalba Edgardo Gallardo	\$1,774,068.00
Disaster Metrics	Data Analysis Services	Christopher Emrich, Owner Laurie F. Emrich	\$39,600.00
MIP Consulting Group Corp.	Financial Technology Services	Edward Mejia, President	\$258,000.00
Enroque, LLC	Program Management and Housing Sector Operations Services	Javier Perez Garza, President	\$693,600.00
Strong Engineering Solutions	Energy Advisor	Justo Gonzalez, President	\$252,000.00
Rivera Rubio LLC	Appraisal Review Services	Jimmy Rivera Rubio, President	\$10,000.00
Dewberry Engineers Inc.	Program Design Services	Donald E. Stone, Jr., President	\$2,532,228.88
Yamila Maldonado	Consulting Services	Yamila Maldonado	\$15,000.00
Maria Elisa Martinez Aviles	Permitting Consulting Services	Maria Elisa Martinez Aviles	\$55,800.00

2. Neither the contractor nor any of its owners<sup>2</sup>, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

- There are no exceptions to this statement.

<sup>1</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

<sup>2</sup> For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

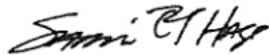
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete, or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract, and the contractor must reimburse immediately to the Commonwealth any amounts, payments, or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 27 day of February of 2024.

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\_\_\_\_\_  
Signature

February 27, 2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
Samir El Hage-Arocho

Printed Name

\_\_\_\_\_  
Partner

Position



# ATTACHMENT I NON-CONFLICT OF INTEREST CERTIFICATION

## HORNE, LLP

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

*Samir El Hage*

February 27, 2024

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Samir El Hage-Arocho  
Printed Name

\_\_\_\_\_  
Partner  
Position