



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

AMENDMENT D

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

AMENDMENT D TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
MUNICIPALITY OF SAN JUAN
Contract No. 2022-DR0244
Amendment No. 2022-DR0244D



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This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT D")** is entered into this 22 day of April, 2024, 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 L.P.R.A. § 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 San Juan ("Subrecipient")**, a Municipality with principal offices at San Juan, Puerto Rico, represented herein by its Mayor, Miguel A. Romero Lugo, of legal age, married, and resident of San Juan, Puerto Rico; collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on December 22, 2021, the Parties executed a Subrecipient Agreement, Contract Number **2022-DR0244 ("Agreement")**, for **SIX HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$653,457.00)** for the Subrecipient to undertake its activities under the **Municipal Recovery Planning Program ("Program")**. The Parties agreed on a performance period of **twelve (12) months** from the date of the execution of the Agreement ending on **December 22, 2022**.

WHEREAS, on December 12, 2022, the Parties executed an **Amendment A** to the Agreement, Contract Number **2022-DR0244A ("Amendment A")**. Via **Amendment A**, the Parties agreed to extend the **END DATE** of the Agreement to **July 22, 2023**. Also, **Amendment A** included a Total Budget decrease from **SIX HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$653,457.00)** to **FIVE HUNDRED FORTY-FIVETHOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS AND THIRTY-SIX CENTS (\$545,544.36)**. In addition, the **GENERAL AWARD INFORMATION** table in **Section I. of the Agreement, Section II. ATTACHMENTS, Section III. SCOPE OF WORK, Section V. EFFECTIVE DATE AND TERM, Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, and Section XII. CDBG-DR POLICIES AND PROCEDURES** of the Agreement were updated. A new **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** was added. Moreover, updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), were incorporated. Also, a new **Exhibit E-1** (Funds Certification) and new **Exhibit I** (Non-Conflict of Interest Certification) were incorporated by reference into the Agreement via **Amendment A**.

WHEREAS, on July 13, 2023, the Parties executed **Amendment B** to the Agreement, Contract Number **2022-DR0244B ("Amendment B")**. Via **Amendment B**, the Parties agreed to extend the **END DATE** of the Agreement to **January 22, 2024**. Modifications to the **Section I. GENERAL AWARD INFORMATION** table and **Section V. EFFECTIVE DATE AND TERM**

were included. A new **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** was incorporated as well. This **Amendment B** did not affect the overall budget amount of the Agreement.

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WHEREAS, on December 28, 2023, the Parties executed **Amendment C** to the Agreement, Contract Number **2022-DR0244C** ("**Amendment C**"). Via **Amendment C**, the Parties agreed to extend the **END DATE** to **April 22, 2024**. Modifications to the **Section I. GENERAL AWARD INFORMATION** table, **Section V. EFFECTIVE DATE AND TERM**, **Section XII. CDBG-DR POLICIES AND PROCEDURES**, and **XIII. FORCE MAJEURE** were included. Moreover, an updated version of **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) was included. This **Amendment C** did not affect the overall budget amount of 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, this **AMENDMENT D** 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 D**.

WHEREAS, the Subrecipient has the legal power and authority to enter into this **AMENDMENT D** 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 D**, the Subrecipient assures the 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 D** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT D** 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 D**. 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 goal of the Program is for the Municipalities to envision a potential future and develop a plan for recovery and resilience for all populations within their Municipality. In order to achieve the Program goals, the Parties acknowledge and agree that it is necessary to amend and extend the **END TERM** of the Agreement to **October 22, 2024**.

In addition, modifications to the **GENERAL AWARD INFORMATION** table in **Section I.**, **Section V. EFFECTIVE DATE AND TERM**, **Section XII. CDBG-DR POLICIES AND PROCEDURES**, **Section XVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**, and

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Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE of the Agreement are being incorporated via this **AMENDMENT D**. Also, **Section XXXIII. PUERTO RICO POLITICAL CAMPAIGN FINANCING OVERSIGHT ACT** is being added to the Agreement.

As stated before, all other provisions of the original Agreement, including the total authorized budget, remain unaltered.

C. AMENDMENTS

a. The Parties wish to amend the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement as follows:

CDBG-DR Grantee Federal Award Identification Number:	B-17-DM-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2018
CDBG-DR Grantee Unique Entity Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	Miguel A. Romero Lugo Mayor Municipality of San Juan P.O. Box 9024100 San Juan, PR 00902
Subrecipient Unique Identifier:	Unique Entity ID #: EMMTCQXM4K39
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: October 22, 2024
Funds Certification:	Dated: December 9, 2021 Authorized Amount: \$653,457.00 Funds Allocation: CDBG-DR "r01p06mrp-doh-na" Account Number: 6090-01-000 See Exhibit E ("Funds Certification") <hr/> Dated: November 9, 2022 Authorized Amount: -\$107,912.64 Funds Allocation: CDBG-DR "r01p06mrp-doh-na" Account Number: 6090-01-000 See Exhibit E-I ("Funds Certification")

b. **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 extends from the date of its execution, ending on **October 22, 2024**.

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 end on **October 22, 2024**. 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) **October 22, 2024**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ 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.

[...]

- c. **Section XII. CDBG-DR POLICIES AND PROCEDURES** of the Agreement is being amended as follows:

In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR/MIT 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, Personally Identifiable Information, Confidentiality, Language Access Plan, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR/MIT Website (<https://recuperacion.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 Procurement Manual for the CDBG-DR, CDBG-MIT, and CDBG State Programs Regulation No. 9506 (effective on October 25, 2023), and reporting requirements as established by the PRDOH.

d. **Section XVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement is being amended as follows:

A. Consolidation or Merger

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

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

B. Change of Name

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

Upon the change of name becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would

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include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

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

C. Dissolution

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

- e. The Parties agree to add **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** as follows:

*The Subrecipient does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the Subrecipient acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Agreement, until the environmental review process is completed under PRDOH's satisfaction. The Subrecipient acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a **Notice to Proceed** from PRDOH.*

- f. The Parties agree to add **Section XXXIII. PUERTO RICO POLITICAL CAMPAIGN FINANCING OVERSIGHT ACT** as follows:

Act No. 222-2011, known as the "Puerto Rico Political Campaign Financing Oversight Act", 16 LPRA §621-634, as amended, states that starting in January of each general election year, and until the general canvass of the general elections has been completed, and the official and final results thereof have been certified, any entity of the Government of Puerto Rico (Executive Branch, Judicial Branch, Legislative Branch, and Municipalities) is prohibited from disbursing public funds for the purpose of exposing achievements, accomplishments, projections, plans or messages and content for partisan or electoral political purposes that seek to highlight, or

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disfavor an aspirant, candidate, elected official, political party, or committee. This includes any advertisement or article that has been purchased, acquired, produced, or assembled prior to the year in which the general election is held, provided that it is to be disseminated during the election year, and regardless of whether the public funds used by the government entity come from the general fund, a special fund, federal funds, municipal funds, or any other source.

It will be the Subrecipient's responsibility to comply with the requirements set forth in Act No. 222-2011. Failure to comply with the provisions of this legislation and applicable regulations, as determined by a competent authority, may affect the disbursement of funds allocated under this Agreement."

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT D** 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 D**.

V. COMPTROLLER REGISTRY

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

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VIII. NON-CONFLICT OF INTEREST CERTIFICATION

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The Subrecipient reassures PRDOH of its willingness to comply with the applicable conflict of interest policies by signing the Non-Conflict of Interest Certification incorporated by reference into the Agreement via this **AMENDMENT D**. (See **Attachment I**).

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

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

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Apr 22, 2024 18:09 EDT)

Name: William O. Rodríguez Rodríguez
Title: Secretary

**MUNICIPALITY OF SAN JUAN
Subrecipient**

By: Miguel A. Romero Lugo

Name: Miguel A. Romero Lugo
Title: Mayor of San Juan



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ATTACHMENT I

MUNICIPAL RECOVERY PLANNING PROGRAM (MRP)

NON-CONFLICT OF INTEREST CERTIFICATION

MUNICIPALITY OF SAN JUAN

The Subrecipient certifies that to the best of its knowledge:

1. No public servant of this executive agency has a pecuniary interest in this agreement, contract, 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 of affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

Signature

Date

Miguel A. Romero Lugo

Printed Name

Mayor

Position