



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

AMENDMENT B

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM (WCRP)

AMENDMENT B TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND UNIVERSIDAD DEL SAGRADO CORAZON, INC. Contract No. 2023-DR0021 Amendment No. 2023-DR0021B



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT (AMENDMENT B)** is entered into this 27 day of March, 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 LPRA § 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 Guaynabo, Puerto Rico; and **UNIVERSIDAD DEL SAGRADO CORAZON, INC. (Subrecipient)**, a nonprofit education corporation with principal offices at Rosales Street San Antonio Corner, San Juan, Puerto Rico, represented herein by its President, Gilberto J. Marxuach Torrós, of legal age, married, and resident of Guaynabo, Puerto Rico; collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 28, 2022, the PRDOH and the Subrecipient executed a Subrecipient Agreement, registered as **Contract Number 2023-DR0021 (Agreement)**, for the amount of **two hundred thousand dollars (\$200,000.00)**, for the Subrecipient to undertake its activities under the **Whole Community Resilience Planning Program (Program)**. The Parties agreed on a performance period of **twenty (20) months** from the day of the execution of the Agreement, ending on **May 27, 2024**.

WHEREAS, on March 8, 2024, the PRDOH and the Subrecipient executed an **Amendment A** to the Agreement, registered as **Contract Number 2023-DR0021A (Amendment A)**. Via **Amendment A**, updated versions of **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were incorporated by reference into the Agreement. Additionally, a new exhibit, **Exhibit J** (Non-Conflict of Interest Certification) was incorporated by reference into the Agreement. Several clauses of the Agreement were updated as well. Notwithstanding the aforementioned, neither the performance period nor the total authorized budget was altered.

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 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**.

GMT
GMT
WRR
WRR

WHEREAS, the Subrecipient has duly adopted a Certificate of Corporate Resolution, dated November 13, 2023, authorizing Gilberto J. Marxuach Torrós to enter into activities such as the execution of this **AMENDMENT B** on behalf of the Subrecipient, and by signing this **AMENDMENT B**, the Subrecipient assures PRDOH that it shall comply with all the requirements described herein.

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 AMENDMENT

In order to accomplish the Program goals and to ensure all the CDBG-DR funding allocated to the Subrecipient is used to its fullest, the Parties agreed on the need to amend this Agreement. This **AMENDMENT B** entails a term extension of **thirteen (13) additional months** resulting in a new performance period of thirty-three **(33) months** from the date of the execution of the Agreement, ending on **June 27, 2025**. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I** and **Section V. EFFECTIVE DATE AND TERM** of the Agreement are being incorporated via this **AMENDMENT B** to accommodate the aforementioned term extension.

All other provisions of the original Agreement, including the total authorized budget, remain unaltered.

C. AMENDMENTS

- a. The Parties agreed 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 Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A for <u>Scope of Work</u>
Subrecipient Contact Information:	Gilberto Marxuach Torrós President P.O. Box 12383 San Juan PR 00914-8505 gilberto.marxuach@sagrado.edu 787-728-1515
Subrecipient Unique Identifier:	Unique Entity ID: LFSJVHS7BTQ1

Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of this Agreement. End Date: Thirty-three (33) months from Start Date.
Funds Certification:	Dated: August 25, 2022 Authorized Amount: \$200,000.00 Funds Allocation: CDBG-DR "r01p02crp-fpr-na" Account Number: 6090-01-000 See Exhibit E for <u>Funds Certification</u>

- b. The Parties agree to amend **Section V. EFFECTIVE DATE AND TERM** 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 **thirty-three (33) months** from the date of its execution, ending on June 27, 2025.*

The End of Term shall be the later of: June 27, 2025, (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 are applicable 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.

[...]

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 hereto. The services object of this **AMENDMENT B** may not be invoiced or paid until this **AMENDMENT B** has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

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 with respect to 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

GMT
GMT

WORR
WORR

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.

GMT
GMT

WORR
WORR

VIII. NON-CONFLICT OF INTEREST CERTIFICATION

The Subrecipient reassures PRDOH 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 B. (Attachment I)**.

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

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Mar 27, 2024 10:43 EDT)
Name: William O. Rodríguez Rodríguez
Title: Secretary

UNIVERSIDAD DEL SAGRADO CORAZON, INC.
Subrecipient

By: Gilberto J. Marxuach Torres
Gilberto J. Marxuach Torres (Mar 26, 2024 10:50 EDT)
Name: Gilberto J. Marxuach Torrós
Title: President



GMT
GMT

WRR
WRR

**WHOLE COMMUNITY RESILIENCE PLANNING
NON-CONFLICT OF INTEREST CERTIFICATION
UNIVERSIDAD DEL SAGRADO CORAZON, INC.**

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."

Gilberto J. Marxuach Torros

Gilberto J. Marxuach Torros (Mar 26, 2024 10:50 EDT)

Signature

March 26, 2024

Date

Gilberto J. Marxuach Torros

Printed Name

President of Universidad del
Sagrado Corazón, Inc.

Position