



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

AMENDMENT C TO THE SUBRECIPIENT AGREEMENT

BETWEEN THE

PUERTO RICO DEPARTMENT OF HOUSING

AND THE

MUNICIPALITY OF MAYAGÜEZ

Contract No. 2022-DR0098

Amendment No. 2022-DR0098C



This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT (AMENDMENT C)** is entered into this 23 day of December 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 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 Guaynabo, Puerto Rico; and the **Municipality of Mayagüez (Subrecipient)**, a local government legal entity, with principal offices at Mayagüez Puerto Rico, represented herein by its Acting Mayor, Jorge Luis Ramos Ruíz of legal age, married, and resident of Mayagüez, Puerto Rico; duly authorized to represent the Municipality by the provisions of the Puerto Rico Municipal Code, Law No. 107 of August 14, 2020, collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 6, 2021, the PRDOH and the Subrecipient executed a Memorandum of Understanding, registered as Contract Number **2022-DR0098 (Agreement)**, for **ONE HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED EIGHT DOLLARS AND EIGHTY-FOUR CENTS (\$194,908.84)** to provide the Subrecipient with the capacity to successfully assume the delegated functions, including recruiting resources that will be in charge of carrying out administrative tasks related to programmatic compliance efforts. The Parties agreed on a performance period of **twenty-four (24) months** from the day of the execution of the Agreement, ending on **August 6, 2023**.

WHEREAS, on April 14, 2023, the Parties agreed to amend the Agreement through Amendment A, registered as Contract Number **2022-DR0098A**, to extend the term for an additional **twelve (12) months**, ending on **August 06, 2024**, and to clarify that the Agreement that was executed between them should have been named Subrecipient Agreement instead of Memorandum of Understanding. Modifications to **Section III. GENERAL AWARD INFORMATION** table, **Section IV. ATTACHMENTS**, **Section VII. EFFECTIVE DATE AND THE TERM**, **Section XII. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS, AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, and **Section XIII. CDBG-DR POLICIES AND PROCEDURES**, were included. Also, **Section XXXV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**, and **Section XXXVI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** were added to the Agreement. Furthermore, updated version of **Exhibit C** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), and a new **Exhibit D** (Non-Conflict of Interest Certification) were incorporated by reference into the Agreement. All other provisions of the original Agreement, including the total budget amount, remained unaltered.

WHEREAS, on April 30, 2024, the Parties agreed to amend the Agreement through Amendment B, registered as Contract Number **2022-DR0098B**, to extend the term ending on **December 31, 2024**. Modifications to **Section III. GENERAL AWARD INFORMATION**

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table, **Section VII. EFFECTIVE DATE AND THE TERM**, were included. Also, **Section XXXVII. PUERTO RICO POLITICAL CAMPAIGN FINANCING OVERSIGHT ACT** was added to the Agreement. Furthermore, updated versions of **Exhibit C** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), and **Exhibit D** (Non-Conflict of Interest Certification) were incorporated by reference into the Agreement. All other provisions of the original Agreement, including the total budget amount, remained unaltered.

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 C** 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 C**.

WHEREAS, the Subrecipient has the legal power and authority to enter into this **AMENDMENT C** 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 LPRA § 7013(q); and by signing this **AMENDMENT C**, 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 C** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT C** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as well as modifying or incorporating several exhibits, as established in the following sections B and C of this **AMENDMENT C**. 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 C** entails a modification of the **PERIOD OF PERFORMANCE** and **END DATE** of the Agreement. To achieve the Program goals, the Parties acknowledge and agree that it is necessary to amend the **END TERM** of the Agreement to **December 31, 2025**.

Also, modifications and changes to the **GENERAL AWARD INFORMATION** table in **Section III, VII. EFFECTIVE DATE AND TERM**, and **Section XVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement are being incorporated via this **AMENDMENT C**.

Finally, an updated version of **Exhibit D** (Non-Conflict of Interest Certification) is incorporated by reference into the Agreement. All other provisions of the original Agreement, including the total budget amount, remain unaltered.

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C. AMENDMENTS

- a. The Parties agree to amend the **GENERAL AWARD INFORMATION** table in **Section III** of the Agreement as follows:

CDBG-DR Grantee Federal Award Identification Number:	B-18-DP-72-0001
CDBG-DR Grantee Federal Award Date:	February 21, 2020
Federal Award project description:	See Exhibit A (Scope of Work)
CDBG-DR Grantee Unique Identifier :	Unique Entity ID #: FFMUBT6WCM1
Subrecipient Contact Information:	Jorge Luis Ramos Ruíz Acting Mayor Municipality of Mayagüez PO BOX 447 Mayagüez PR, 00681
Subrecipient Unique Identifier:	Unique Entity ID #: VE6NJUNRSGG9
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section VII of the Agreement, as amended. End Date: December 31, 2025
Funds Certification:	Date: July 19, 2021 Authorized Amount: \$194,908.84 Funds Allocation: CDBG-DR "R02A01ADM-DOH-NA" Account Number: 6090-01-000 See Exhibit B for Funds Certification

- b. **Section VII. 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 **December 31, 2025**.*

*The End of Term shall be the later of: (i) **December 31, 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.*

- c. The Parties agree to amend **Section XVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**, as follows:

A. Consolidation or Merger

¹ "Close-Out Requirements" means all requirements to be satisfied by each party in order to close-out this Agreement and the CDBG-DR funds provided herein in accordance with applicable Requirements of Law, including the execution and delivery by one or more of the Parties of all close-out agreements or other legal instruments and the taking of any actions by one or more of the Parties in connection with such close-out, in any case as required under applicable Requirements of Law.

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 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

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*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.*

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- d. **Exhibit D** (Non-Conflict of Interest Certification) of the Agreement is being replaced by an updated version. (See **Attachment I**).

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

The Subrecipient reassurances 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 by this **AMENDMENT C (ATTACHMENT I)**.

IN WITNESS THEREOF, the Parties hereto execute this **AMENDMENT C** 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 (Dec 23, 2024 16:08 AST)

Name: William O. Rodríguez Rodríguez
Title: Secretary

**MUNICIPALITY OF MAYAGÜEZ
Subrecipient**

Jorge L. Ramos Ruiz
By: Jorge L. Ramos Ruiz (Dec 23, 2024 10:25 AST)

Name: Jorge Luis Ramos Ruíz
Title: Acting Mayor

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COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)/ MITIGATION (CDBG-MIT)

AMENDMENT A TO THE AGREEMENT FOR HEARING EXAMINER SERVICES BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND OPPENHEIMER, LLC

Contract No. 2023-DR0100

Amendment A Contract No. 2023-DR0100A

This AMENDMENT A TO AGREEMENT FOR COST ESTIMATING SERVICES, (**Amendment** or **Amendment A**) is entered into in San Juan, Puerto Rico, this ____ day of _____, 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 L.P.R.A. § 441, et seq., known as the "Department of Housing Governing Act", with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **OPPENHEIMER, LLC (CONTRACTOR)**, with principal offices in 623 Ave. Ponce de León, San Juan, Puerto Rico, herein represented by Miguel Oppenheimer Ríos, in his capacity as Principal Member, of legal age, married, and resident of Guaynabo, Puerto Rico duly authorized by Corporate Resolution issued on March 16, 2023, collectively, the **Parties**.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on March 28, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for **Hearing Examiner Services**, registered under Contract No. 2023-DR0100, for a maximum amount not to exceed **SIX HUNDRED NINETY-ONE THOUSAND TWO HUNDRED DOLLARS (\$691,200.00)**; from **Account Number: MITA12ADM-DOH-NA 4190-10-000/ R01A01ADM-DOH-NA 4190-10-000**, ending on **March 27, 2025 (Agreement)**.

WHEREAS, as per Article XL 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 A 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.

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

WHEREAS, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment A.

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

TERMS AND CONDITIONS

II. SAVINGS CLAUSE

The information included in this Amendment 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. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

The Legal Division has identified the need to amend the Agreement to extend the performance period to ensure continuity, efficiency, and stability in the agency's administrative processes. As a result, the Legal Division has determined to extend the term of the agreement for an additional **twelve (12) months**, for a total of **thirty-six (36) months**, ending on **March 27, 2026**. This adjustment guarantees the continuity of essential services and provides an effective solution to address the current and future needs of the programs. Moreover, the Parties agreed to amend **ARTICLE II. TERM OF AGREEMENT**, **ARTICLE XXVIII. CDBG-DR/MIT POLICIES AND PROCEDURES**, and **ARTICLE XLVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**.

Lastly, Amendment A includes updated versions of **Attachment F** (HUD General Provisions), **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification). All other provisions, including the budget, remain unaltered.

IV. AMENDMENTS

A. The Parties agree to amend **ARTICLE II. TERM OF AGREEMENT**, as follows:

*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 **thirty-six (36) months**, ending on **March 27, 2026**.*

B. The Parties agree to amend **Article XXVIII. CDBG-DR/MIT 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.

C. The Parties agree to amend **Article XLVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** 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 include, but not limited to, modifications to the clauses that refer to the identity, personal

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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 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 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.

- D. A revised **Attachment F** (HUD General Provisions) is hereto incorporated by reference into the Agreement (**Attachment I** of this Amendment).
- E. A revised **Attachment G** (Contractor Certification Requirement) is hereto incorporated by reference into the Agreement (**Attachment II** of this Amendment).
- F. A revised **Attachment H** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement (**Attachment III** of this Amendment).

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/MIT 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

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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/MIT 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, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

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. 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/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT 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.

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

PUERTO RICO DEPARTMENT OF HOUSING

OPPENHEIMER, LLC


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William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 23, 2024 16:06 AST)
William O. Rodríguez Rodríguez, Esq.
Secretary

Miguel Oppenheimer
Miguel Oppenheimer (Dec 23, 2024 15:57 AST)
Miguel Oppenheimer Ríos, Esq.
Principal Member



EXHIBIT D

ADMINISTRATIVE FUNDS ASSIGNMENT FOR MUNICIPALITIES


NON-CONFLICT OF INTEREST CERTIFICATION

MUNICIPALITY OF MAYAGÜEZ

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."


Jorge L. Ramos Ruiz (Dec 23, 2024 10:25 AST)
Signature

Jorge Luis Ramos Ruiz
Printed Name

23 de diciembre de 2024
Date

Acting Mayor
Position