



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

AMENDMENT A

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
VACANT PROPERTY ASSESSMENT (VPA) INITIATIVE
UNDER THE PROGRAM MANAGEMENT PLANNING ALLOCATION**

**AMENDMENT A TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
CENTRO PARA LA RECONSTRUCCIÓN DEL HÁBITAT INC.
Contract No. 2023-DR0099
Amendment No. 2023-DR0099A**



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT A")** is entered into this 16 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 LPRA § 441 et seq., known as the "Department of Housing Organic Act" (the "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 **Centro para la Reconstrucción del Hábitat Inc. ("Subrecipient")**, a nonprofit corporation with principal offices at 59 Jiménez Sicardó Street, Caguas, Puerto Rico, represented herein by its Executive Director, Luis Orlando Gallardo Rivera, of legal age, single, and resident of Aguas Buenas, Puerto Rico; collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on March 16, 2023, the Parties executed a Subrecipient Agreement, Contract Number **2023-DR0099 ("Agreement")**, for **ELEVEN MILLION TWO HUNDRED EIGHTEEN THOUSAND TWO HUNDRED FIFTEEN DOLLARS WITH EIGHTY-NINE CENTS (\$11,218,215.89)** for the Subrecipient to undertake its activities under the **Vacant Property Assessment Initiative ("Program")** with the funds from the **Program Management Planning (PMP)** Allocation under CDBG-DR. The Parties agreed on a performance period of **twenty-four (24) months** from the date of the execution of the Agreement, ending on **March 16, 2025**.

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 A** 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 A**.

WHEREAS, the Subrecipient has duly adopted the Corporate Certificate, with identification number 17-2024, dated December 3, 2024, authorizing Luis Orlando Gallardo Rivera, Executive Director, to enter into this **Amendment A** with the PRDOH in its behalf; and by signing this **Amendment A**, the Subrecipient assures PRDOH that Subrecipient 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 A** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT A** 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 A**. 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 to serve as a catalyst for the economic development of areas deteriorated by the concentration of abandoned and derelict properties. The initiative has the potential to identify nuisance structures that can be repaired and rehabilitated for potential relocation of at-risk households. In order to achieve the Program goals, the Parties acknowledge and agree that it is necessary to extend the **END TERM** of the Agreement for an additional period of **twenty-six (26)** months, for a new performance period of **fifty (50)** months from the date of the execution of the Agreement, ending on **May 16, 2027**.

Moreover, the total authorized budget of the Agreement is being increased by **SIXTEEN MILLION SIX HUNDRED SEVENTY-SEVEN THOUSAND ONE HUNDRED THIRTY-ONE DOLLARS WITH SEVENTY-EIGHT CENTS (\$16,677,131.78)** for a new total of **TWENTY-SEVEN MILLION EIGHT HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED FORTY-SEVEN DOLLARS WITH SIXTY-SEVEN CENTS (\$27,895,347.67)**.

Modifications to the **GENERAL AWARD INFORMATION** table in **Section I**, **Section II. ATTACHMENTS**, **Section V. EFFECTIVE DATE AND TERM**, **Section XII. CDBG-DR POLICIES AND PROCEDURES**, and **Section XIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement are being incorporated via this **AMENDMENT A**. Also, updated versions of **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), are being incorporated by reference into the Agreement. Moreover, **Exhibit E-1** (Funds Certification) is being added to the Agreement.

As stated before, all other provisions of the original Agreement 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 B-18-DP-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2020 February 21, 2020

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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:	Luis Orlando Gallardo Rivera Executive Director Centro para la Reconstrucción del Hábitat Inc. PO Box 20024 San Juan, PR 00928-00274 (787)396-6606 gallardo@crhpr.org
Subrecipient Unique Identifier:	Unique Entity ID: XY3LGMKFP7M8
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of this Agreement. End Date: Fifty (50) months from Start Date
Funds Certification:	Dated: March 15, 2023 Authorized Amount: \$11,218,215.89 Funds Allocation: CDBG-DR "r0206pmp-doh-na" Account Number: 6090-01-000 See Exhibit E for <u>Funds Certification</u>
	Dated: December 12, 2024 Authorized Amount: \$16,677,131.78 Funds Allocation: CDBG-DR "r01p06pmp-doh-na" CDBG-DR "r02p06pmp-doh-na" Account Number: 6090-01-000 See Exhibit E-1 ("Funds Certification") New Total Authorized Budget: \$27,895,347.67

- b. **Section II. ATTACHMENTS** of the Agreement is being amended to incorporate **Exhibit E-1** (Funds Certification) in the list of exhibits that are attached to the Agreement:

The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Timelines and Performance Goals
Exhibit C	Key Personnel
Exhibit D	Budget
Exhibit E	Funds Certification
<i>Exhibit E-1</i>	<i>Funds Certification</i>
Exhibit F	HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements
Exhibit G	Special Conditions
Exhibit H	Subrogation and Assignment Provisions
Exhibit I	Non-Conflict of Interest Certification
Exhibit J	Insurance Requirements

- c. **Section V. EFFECTIVE DATE AND TERM** of the Agreement is being amended to correct the ending date 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 **fifty (50) months** from the date of its execution, ending on **May 16, 2027**.*

*The End of Term shall be the later of: (i) **May 16, 2027**; (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.*

[...]

- d. **Section XII. CDBG-DR/MIT 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.

- e. **Section XIX. 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 contractscdbqdr@vivienda.pr.gov **at least fifteen (15) days** prior to the effective date of the consolidation or merger. The notice shall*

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.

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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 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 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

*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.*

- f. **Exhibit B** (Timelines and Performance Goals) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment I**) to include the following modifications:

- **Key Activity 1.1 and 1.2:**
 - o Table: included the term "from" before Month three (3) upon execution of the SRA.
- **Key Activity 1.3:**
 - o Both: The term "regional" for the key activity title name including was eliminated.
 - o Table: Eliminated the completion month dates, included the term "from" before Month, and maintained Month four (4) upon execution of the SRA.
 - o Description: Included a statement for when meetings can't be held and a maximum of eighty (80) initial meetings with Mayors, if needed.
- **Key Activity 1.4:**
 - o Both: The term "regional" for the key activity title name including was eliminated.
 - o Table: Eliminated the completion month dates, included the term "from" before Month, and maintained the Month thirteen (13) upon execution of the SRA.
 - o Description: Established a minimum of thirteen (13) initial public meetings and included a maximum of eighty (80) initial meetings with Mayors if needed.
- **Key Activity 2.1:**
 - o Table: Adjusted the completion month date from Month twenty (20) to Month forty-six (46) upon execution of the SRA.
 - o Description: Included additional description of the third (3) order of priority for the extension of inventory, added a fifth (5) order of priority with PRDOH approval, included that all digital files will reside on the PRDOH servers, included a statement that the Subrecipient must receive written acceptance from PRDOH before starting to collect additional units. For every amount of finalized unit property profile from

the initial 50,000 units, PRDOH will approve the same amount of new units to be collected by the Subrecipient from the additional 59,000 units.

• **Key Activity 2.2:**

- o Both: Changed the key activity title name to eliminate the term "regional" and include meetings "with municipality staff".
- o Table: included one (1) per Municipality to the minimum meetings, adjusted the starting date from Month four (4) to Month twenty-one (21) and adjusted the completion month date from Month twenty (20) to Month fifty (50) upon execution of the SRA.

• **Key Activity 2.3:**

- o Both: Changed the key activity title name to eliminate the term "regional" and include meetings "with communities".
- o Table: Included one (1) per Municipality to the minimum meetings, adjusted the starting date from Month nine (9) to Month twenty-one (21) and adjusted the completion month date from Month twenty-four (24) to Month fifty (50) upon execution of the SRA.

• **Key Activity 2.4:**

- o Table: Adjusted the minimum of inventoried units to **one hundred and nine thousand** (109,000), changed the property files prepared per month to **four thousand** (4,000), eliminated the minimum target of title searches as part of the Final Report and added examples of the title search documents in the sources of verification.
- o Description: Adjusted the minimum of inventoried units to one hundred and **nine thousand** (109,000), changed the property files prepared per month to **four thousand** (4,000), and included the goal of one hundred **fifty thousand** (150,000) property profiles.

g. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment II**) to include the following modifications:

- Remove Personnel Count and FTE Count from the exhibit.
- Change the position of "Regional Coordinators" to "Coordinators" under key staff.
- Add the position of "Lead Coordinator" under key staff.
- Change the position of "Attorneys" to "Attorney II" under support staff.
- Add the position of "GIS Technician" under support staff.
- Add the position of "Attorney I" under support staff.
- Remove the position of "Call Center Representatives" under support staff.
- Modify description of staff positions to align the exhibit with the needs of the VPA Initiative.

h. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment III**) to include the following modifications:

Proposed budget modifications:

- The total budget table program costs increased from \$11,218,215.89 to **\$27,895,347.67**.
- The Budget Detail includes incurred costs using the unit deliverables method from March 16, 2023, to **December 15, 2024**.

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- The total actual costs incurred from March 2023 to July 2024, along with the estimated expenses for August, September, October, November and the first two weeks of December 2024, amount to **\$8,002,266.44**.
- The cost reimbursement method will begin implementation on **December 16, 2024**.
- The remaining budget totaling \$19,893,081.23, is allocated for projected future expenses until June 2027, for a total of **29.5 months**.

On Staffing and Professional Services:

- On Staffing Details:
 - Estimated costs for the projected period increased from \$9,163,302.72 to **\$14,543,099.30**.
 - On Professional Services Details:
 - Estimated costs for the projected period were previously included in the unit price calculations and were not separated. The total amount allocated is **\$116,711.00**.
 - On Other Operating Cost Details:
 - Estimated costs for the projected period increased from \$153,600.00 to **\$3,482,618.58**.
 - On Equipment Details:
 - Estimated costs for the projected period decreased from \$1,001,396.90 to **\$2,545,825.89**.
 - On Equipment Details:
 - Estimated costs for the projected period decreased from \$49,259.00 to **\$27,528.63**.
- i. A new **Exhibit E-1** (Funds Certification) is being incorporated by reference into the Agreement (**Attachment IV**).
- j. **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) of the Agreement is being modified by an updated version hereto incorporated by reference into the Agreement (**Attachment V**).

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this **AMENDMENT A** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT A** and

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any subsequent amendment thereto. The services object of this **AMENDMENT A** may not be invoiced or paid until this **AMENDMENT A** 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 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 A (Attachment VI)**.

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
CDBG-DR Grantee**

By: William O. Rodríguez Rodríguez
Name: William O. Rodríguez Rodríguez
Title: Secretary

**CENTRO PARA LA RECONSTRUCCIÓN DEL HÁBITAT INC.
CDBG-DR Subrecipient**

By: Luis Orlando Gallardo Rivera
Name: Luis Orlando Gallardo Rivera
Title: Executive Director



EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

VACANT PROPERTY ASSESSMENT INITIATIVE

CENTRO PARA LA RECONSTRUCCIÓN DEL HÁBITAT INC.

1. INITIATIVE DESCRIPTION

The main objective of the Vacant Property Assessment (VPA) Initiative (**Initiative**) of the Puerto Rico Department of Housing (PRDOH) is to identify existing nuisance properties, primarily those of residential use, surveying strategies, case management, ordinance design, and facilitate property acquisition and disposition, community land banking, and disaster recovery.

Communities across Puerto Rico were severely impacted by the hurricanes contributing to numerous vacant or nuisance properties across Puerto Rico. The identification of these properties is essential to recovery and addressing the ever-growing deficit of affordable housing opportunities in the seventy-eight (78) municipalities of Puerto Rico. Additionally, there is a significant need for outcome-oriented community planning, in particular, around urban areas as well as Puerto Rico's designated Special Communities as discussed in the unmet needs section of the CDBG-DR Action Plan.

2. TERMS AND ADDITIONAL DESCRIPTIONS

- **Deliverable** – Final document worked with and/or ratified by the Municipality during the initial and intermediate outreach that will become part of the Inventory and Final Reports. All deliverables should be submitted to PRDOH for review and approval.
- **Key Activity** – Task or activity necessary to carry out the Initiative's activities and Planning Framework Milestones.
- **Milestone** – Major objective necessary to evaluate the progression and completion of deliverables.
- **Minimum Target** – Minimum required to demonstrate that the Key Activity has been performed.
- **Planning Framework** – Planning methodology defined by PRDOH that will serve as the main guide for the implementation of the Milestones of the VPA Initiative and the execution of the planning activities.
- **Source of Verification** – Documentation used to verify that the key activity indicators have been met, and thus the key activities or tasks are in progress or completed. All sources of verification should be submitted to PRDOH.
- **Timeframe** – Required start and completion time for each activity as set forth in the VPA Workplan Schedule.
- **Validation** – Act or process of formally approving a document, map, plan, or other supporting materials by a transparent and clear mechanism such as voting, signatures, or other methods permitted by the Planning Framework and the Participation Strategy developed.
- **Vacant Property Assessment (VPA)** – Initiative of the PRDOH for the identification of existing nuisance properties, surveying strategies, case management, ordinance design, code enforcement, property acquisition and disposition, community land banking, and disaster recovery.

ADDITIONAL DESCRIPTIONS	
Regional Informative Meetings with PRDOH and CDBG-DR Staff	The Subrecipient will introduce the VPA Initiative planning process and tools via meetings with the central, regional, and CDBG-DR PRDOH offices. Parties will summarize Initiative activities and plug-in to CDBG-DR programs, as well as facilitate information with regional offices such as Special Community maps, contacts, and data.
Regional Strategic Engagement Meetings	Macro-level regional meetings will be carried out throughout Puerto Rico whereas municipalities will be briefed on the Initiative and its scope of work. The Subrecipient will disseminate information on the purpose and design of inventories as well as implications for local code enforcement and nuisance abatement programs. Regions are described on Workplan Schedule (Please see footnote one (1)).
Initial Meetings with Mayors	Micro-level meetings will be carried out with participating municipalities in Regional Meetings. Mayors and their staff will receive a summary of the scope of the Initiative within their respective jurisdictions and the Subrecipient will obtain relevant maps, community contacts, data, and respond to localized inquiries or concerns.
Initial Public Meetings with the municipalities to be inventoried	Meetings open to the general public will be coordinated with PRDOH and can be held on any of the municipalities of the selected region. The Subrecipient will summarize the extent of the Initiative, relay particularities applicable to the communities to be inventoried, and answer general questions and concerns that may arise. In addition, the Subrecipient will identify points of contacts and leaders in Initiative communities.
Street-by-street, parcel-by-parcel inventories	Subrecipient staff and contractors will carry out community mapping, combing neighborhoods for vacant and abandoned properties. Residents, community leaders, and municipal staff may accompany the Subrecipient for hard-to-access or remote communities.
Property Profiles Preparation	Individual profiles will be compiled for each, and every property inventoried, including information relevant to the PRDOH and municipalities. Data collected in the field will be elaborated upon case-by-case searches through the tax cadastral, and Property Registry databases.
Intermediate Meetings with Mayors	Follow-up meetings will be held in each Region or Municipality where participating municipalities' mayors and staff will be debriefed on the preliminary results of the street-by-street, parcel-by-parcel inventories. Inventory results will be discussed and the Subrecipient will incorporate any observations or findings.
Intermediate Public Meetings	Follow-up meetings open to the general public will be coordinated with PRDOH and can be held on any of the municipalities of the selected region with the mayors and municipal staff participation to summarize inventory findings and provide ample opportunity for public feedback on the Initiative's tasks.

3. TIMEFRAME

As per the execution of this SRA, the PRDOH will be conducting oversight progress monitoring, and performance measurement of the following key activities and timeframes. As part of this SRA, the Subrecipient will be responsible of performing all Initiative activities, including closeout, as per the term stated in this SRA. Supplementary key activities will be provided to the Subrecipient in the Planning Framework, and/or other communications to support the oversight and implementation of the Initiative.

4. KEY ACTIVITIES

As per the execution of this SRA, the PRDOH will be conducting oversight progress monitoring and performance measurement of the key activities set forth below. Additional key activities may be assigned to the Subrecipient to support the oversight and implementation of the Initiative. All sources of verification and key deliverables will be submitted to PRDOH for review, feedback and/or approval. PRDOH will monitor, measure, and oversee the Subrecipient's performance under this SRA against the key activities, deliverables, and timeframe requirements set forth in the approved VPA Initiative Planning Framework, Workplan Schedule, or any other document determined by PRDOH. As part of the oversight for progress monitoring and performance measurement, the Subrecipient shall participate in periodic meetings.

Key Activities set forth below include information on minimum targets and sources of verification. These are initial expectations by the Initiative. Some additional targets and sources of verification requirements may be notified at later dates. Any additional target or source of verification for Key Activities may be added by PRDOH to the VPA Planning Framework and the Workplan Schedule and will not require an amendment to the SRA to be a valid measure of any Key Activity.

Upon execution of the SRA and prior to commencement of the Activities, the Subrecipient will participate in an Initiative Kick-off workshop, as well as other technical assistance and capacity building sessions provided by PRDOH and by a Technical Assistance Provider.

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Milestone 1: Initial Outreach				
KEY ACTIVITIES	MINIMUM TARGETS	SOURCES OF VERIFICATION	TIMEFRAME ¹	Indicators
Key Activity 1.1 Provide Stakeholder Participation Strategy and Workplan Schedule	<ul style="list-style-type: none"> - One (1) Stakeholder engagement strategy report - One (1) Workplan Schedule 	<ul style="list-style-type: none"> - Stakeholder engagement report and Workplan Schedules deliverables 	<ul style="list-style-type: none"> - From month three (3) upon execution of the SRA for both the Stakeholder engagement report and the Workplan Schedule. 	<ul style="list-style-type: none"> # of Stakeholder Engagement Strategy Delivery of Engagement Strategy Report Delivery of Workplan Schedule
Key Activity 1.2 Conduct Regional Informative Meetings with CDBG-DR and PRDOH Central and Regional Staff	<ul style="list-style-type: none"> - Two (2) Informative Meetings with PRDOH Central Staff - Nine (9) Informative Meetings with PRDOH Regional Staff 	<ul style="list-style-type: none"> - Attendance Sheets Meeting presentation - Screenshots or photos of meeting (as applicable) - Evidence of other outreach methods implemented 	<ul style="list-style-type: none"> - From month three (3) upon execution of the SRA. 	<ul style="list-style-type: none"> # of Informative meetings held

¹ Timeframes shown are initial estimates and are subject to change during the SRA's activities implementation. Updated timeframes of performance will be established by PRDOH in the Workplan Schedule. The timeframes established by PRDOH in the Workplan shall be binding upon the parties without the need of an amendment to the SRA.

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Milestone 1: Initial Outreach				
KEY ACTIVITIES	MINIMUM TARGETS	SOURCES OF VERIFICATION	TIMEFRAME ¹	Indicators
Key Activity 1.3 Conduct Initial Meetings with Municipalities Staff	- Minimum of Thirteen (13) Meetings	<ul style="list-style-type: none"> - Meeting Record or Minutes - Meeting Invitation and Attendance Sign-in Sheet - Meeting Presentation - Screenshots or photos of meeting (as applicable) - Evidence of other outreach methods implemented 	From month four (4) upon execution of the SRA.	- # of Initial meetings held.
Key Activity 1.4 Conduct Strategic Engagement Meetings with Communities	- Minimum of Thirteen (13) Meetings	<ul style="list-style-type: none"> - Meeting Record or Minutes - Meeting invitation and attendance sign-in sheet - Meeting presentation - Screenshots or photos of meeting (as applicable) - Evidence of other outreach methods implemented 	Starting on Month Thirteen (13) upon SRA execution.	- # of meetings held

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Key Activity 1.1: Development of the Participation Strategy with the Stakeholders and Workplan Schedule

The objective of this Key Activity is to develop a guiding document to outline the participation strategies that will be implemented throughout the VPA Initiative planning process. The Participation Strategy will detail agreements as described in the Planning Framework. The Subrecipient will coordinate the Stakeholder Participation Strategy and/or any other equivalent document required by PRDOH. The Subrecipient will ensure the Participation Strategy is presented or made available for community input and approval but may be revised throughout the planning process to improve or adapt to any need.

As part of this Key Activity, the Subrecipient will include a geographic division of Puerto Rico in thirteen (13) Regions for the purpose of coordinating regional or individual meetings, units' inventories and other activities associated to the Initiative.

PRDOH reserves the right to amend the VPA Workplan Schedule and the Planning Framework. Neither the original Planning Framework and the VPA Workplan Schedule nor any subsequent changes to it will require an amendment to the SRA.

Key Activity 1.2: Regional Informative Meetings with CDBG-DR and PRDOH central and regional staff

The objective of this Key Activity is to schedule a minimum of two (2) Informative meetings with PRDOH and CDBG-DR staff, as well as meetings with each of the PRDOH nine (9) regional offices. Invitations to these meetings will be open to other state agencies that may themselves own vacant or abandoned properties. The Subrecipient will introduce the VPA Initiative planning process and tools. Meetings with regional PRDOH offices will facilitate information to Special Community maps, contacts, and data. Furthermore, the Subrecipient should present the need for a Stakeholder Participation Strategy that considers a work plan to develop a successful Stakeholder Participation Strategy.

Key Activity 1.3: Initial Meetings with Mayors

The Subrecipient will seek to celebrate thirteen (13) meetings throughout Puerto Rico whereas surrounding municipalities will be invited to receive an overview of the Initiative, timetables, and answer questions, inquiries, or concerns that may arise. In addition, the Subrecipient will discuss the role of inventories within the context of other CDBG-DR Programs and disaster recovery efforts. If a meeting can't be held or organized, subrecipient must submit documentation to demonstrate the efforts for this coordination.

Additional meetings with Mayors or Vice mayors will be held as requested by Municipalities and with prior approval of PRDOH, for a maximum of eighty (80) meetings if needed.

Key Activity 1.4: Strategic Engagement Meetings with Communities

The subrecipient will carry out a minimum of thirteen (13) initial public meetings with communities to be inventoried. The need for said meetings is emphasized and is crucial to ensure transparency, community participation, and to identify community leaders or sensitive situations within each inventoried area. Community participation improves the accuracy of each inventory, increasing knowledge and access to high priority cases. Educative material will be distributed and questions from the community shall be answered.

Additional meetings with communities will be held per region or municipality, with prior approval of PRDOH, for a maximum of eighty (80) meetings if needed.

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Milestone 2: Inventory				
KEY ACTIVITIES	MINIMUM TARGETS	SOURCES OF VERIFICATION	Timeline	Indicators
Key Activity 2.1 Street-by-street, parcel-by-parcel Inventory	Twenty-five hundred (2,500) units per Month	<ul style="list-style-type: none">- Geodatabase- Metadata- Tabular Data- Photo log of property inventory- Survey raw data exported report- Maps in PDF and GIS formats	Starting on Month Four (4) through Month Forty-Six (46) upon execution of the SRA	<ul style="list-style-type: none"># of units included in Inventory# units for each of the thirteen (13) Regions# of Maps in PDF and GIS FormatSubmittal of complete Geodatabase.
Key Activity 2.2 Conduct Intermediate Meetings with Municipalities Staff	Minimum of Thirteen (13) Meetings [One (1) per region or municipality].	<ul style="list-style-type: none">- Meeting record or minutes- Meeting invitation and attendance sign-in sheet- Meeting presentation- Screenshots or photos of meeting (as applicable)- Evidence of other outreach methods implemented	Starting on Month Twenty-One (21) through Month Fifty (50) upon execution of the SRA.	<ul style="list-style-type: none">- # of Regional or Individual Meetings held as scheduled on timeline
Key Activity 2.3 Conduct Intermediate Meetings with Communities	Minimum of Thirteen (13) Meetings [One (1) per region or municipality].	<ul style="list-style-type: none">- Meeting invitation and/or Attendance sign-in Sheet- Screenshots or photos of Meeting (as applicable)- Evidence of other outreach methods implemented	Starting on Month Twenty-One (21) through Month Fifty (50) upon execution of the SRA.	<ul style="list-style-type: none"># of Public Outreach Meetings Held

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Key Activity 2.1: Street-by-street, parcel-by-parcel inventories

The goal is to understand the magnitude and identification of vacant properties throughout Puerto Rico's seventy-eight (78) municipalities. As part of this Key Activity the Subrecipient will share documentation of the analysis of digital files with geolocated inventory property and attributes. A minimum quota of inventoried properties will apply to each municipality, as outlined in **Exhibit D (Budget)**, and will initiate in each municipality's urban centers. If upon completion of the inventory of the urban centers the Subrecipient has yet to reach the respective quota, the Subrecipient will continue to inventory other areas in the following order of priority:

- (1) Titles V and VI settlements as authorized by Act 35 of June 14, 1941 (or "Land Law of Puerto Rico");
- (2) other urbanized areas as identified in the municipality's Territorial Plan
- (3) designated Special Communities and special interest communities currently identified from other CDBG DR/MIT programs with the same characteristics;
- (4) other areas as requested by the municipality and/or PRDOH; and
- (5) If inventories for said priority areas fail to reach the projected quota per municipality as established in Subrecipient Agreement Exhibit D, due to: (1) the Subrecipient having verified that the areas have already been satisfactorily inventoried previously by a municipality's efforts, or (2) if a municipality has not specified it's preferred areas under category five of the priority list, then the Subrecipient will notify PRDOH of any area to be extended for the inventory activities and proceed to inventory areas with urban characteristics despite not being classified as such in the respective Territorial Plan. Furthermore, these extension of inventory activities are to be followed by areas parallel to state roads and main corridors. Once these areas are exhausted, if additional areas are needed to meet the quota, the Subrecipient will notify PRDOH of any area to be extended for the inventory activities and proceed with inventorying rural areas moving outwards from the urban center until the quota for said municipality is achieved. If any programmatic concern is identified, PRDOH will communicate with the Subrecipient and request additional information.

PRDOH contemplates that these inventories will be crucial for future support for municipalities for the creation and implementation of code enforcement, nuisance abatement, and property acquisition pipelines. All digital files related to this Key-Activity will reside on the PRDOH server (MS Azure and ESRI Enterprise platform). Additional information from the database and inventory collection required by PRDOH that doesn't reside in the PRDOH server must be delivered via a secure cloud link, removable storage device or both methods as requested by PRDOH.

The Subrecipient will not be held responsible if a municipality refuses to cooperate with the initiative, has already inventoried its respective jurisdiction, or is unresponsive to Subrecipient and PRDOH's inquiries for information. In said case, the Subrecipient will document and submit to the PRDOH evidence of the efforts made and the number of cases that Subrecipient had originally planned to be assigned to said municipality. Those inventory activities will be redistributed among other municipalities within their respective region with prior coordination and approval of PRDOH. The PRDOH may also suggest and/or authorize redistributing surplus inventory balances to priority CDBG-DR projects or municipalities with increased need. The minimum inventory to be developed under this SRA shall be one hundred and nine thousand (109,000) units and/or parcels. To reach the minimum target of inventoried unit, at least twenty-five hundred (2,500) units shall need to be inventoried per month. PRDOH has the goal to reach one hundred fifty thousand (150,000) units and/or parcels inventoried.

Notwithstanding the signing of this agreement, the Subrecipient must receive written acceptance from PRDOH before starting to collect additional units. This written approval will be proportional to the final submission, by the Subrecipient, of all deliverable data and documents for units contemplated in the initial 50,000 in the SRA. Therefore, for every amount of finalized unit property profile, PRDOH will approve the same amount of new units to be collected by the Subrecipient from the additional 59,000. The additional properties to be inventoried must be primarily of residential use. Other uses like mixed-use and commercial use may be identified but must not exceed a total of 7%. The PRDOH may authorize an adjustment of this percentage if justified by project data and in order to ensure that data collected has maximum benefit for the PRDOH and CDBG-DR projects.

Key Activity 2.2: Intermediate Meetings

The Subrecipient will carry out follow-up regional or individual meetings with mayors and their staff to present preliminary inventory results and provide ample opportunity for feedback or other observations. In said meeting, Subrecipient staff will summarize inventory findings and share a preliminary version of the Final Report for said municipality. Additional meetings with Mayors or Vice mayors will be held as requested by Municipalities and with prior approval of PRDOH.

Key Activity 2.3: Intermediate Public Outreach

The Subrecipient will provide follow-up meetings to demonstrate the initial inventory results. Preliminary profiles of each property are shared and discussed with municipal staff and the general public. In this type of setting, profiles are often updated as neighbors provide valuable information concerning potential owners, inaccuracies, changes, or unique situations regarding a particular property. In addition, owners of vacant properties are orientated concerning their rights, duties, and procedures in the case of municipalities proceeding with a formal declaration.

Additional meetings with Mayors or Vice mayors will be held as requested by Municipalities and with prior approval of PRDOH.

Key Activity 2.4: Property Profiles Preparation

The Subrecipient will prepare a file on every inventoried parcel and structure (area and boundaries) that includes property information such as location, property taxes, Title Holders (if available), among others described in *Milestone 2: Inventory*.

Subrecipient Staff will review each and every field inspection, preparing a case file for each property. Profiles and their respective data will be utilized for future PRDOH support to municipalities for the implementation of other programs and initiatives. All the Data will be delivered in Portable Digital Format (**PDF**). The Final Report will be delivered via a secure cloud link, removable storage device or both methods as requested by PRDOH. The minimum inventory to be developed under this SRA shall be one hundred and nine thousand (109,000) property profiles. To reach the minimum target of property profiles, an average of four thousand (4,000) property profiles shall need to be prepared per month.

PRDOH has the goal to reach one hundred fifty thousand (150,000) property profiles.

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EXHIBIT C

KEY PERSONNEL

VACANT PROPERTY ASSESSMENT INITIATIVE

CENTRO PARA LA RECONSTRUCCIÓN DEL HÁBITAT INC.

1. KEY STAFF

Below is the Staffing Plan for Centro para la Reconstrucción del Hábitat which reflects a combination of existing employees and new hired employees dedicated for the CDBG-DR Vacant Property Assessment (VPA) Initiative.

Roles
Project Director
Project Subdirector
Administrator
Finance Director
Compliance Manager
Coordinators
Lead Attorney
Communications Director
Lead Coordinator

2. SUPPORT STAFF

Existing and new employees that will act as support staff for the CDBG-DR VPA Initiative.

Roles
Human Resources Director
Field Technicians
Information Technology Director
Attorney I
Paralegals

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Roles
Administrative Assistant
Designer
GIS Analyst
GIS Technician
Accountants
Attorney II

3. ROLE DESCRIPTIONS FOR KEY AND SUPPORT STAFF

Role	Description
Project Director	Responsible for ensuring full compliance with all HUD and PRDOH requirements, including administrative, financial, Initiative, and technical. Responsible for implementing oversight mechanisms and developing all necessary policies, procedures, and tools to track progress and monitor performance of all components of the VPA Initiative. Must ensure compliance with applicable local and federal rules, laws, and regulations. Must be knowledgeable of the Initiative's legal implications, applicable requirements and cross-cutting Federal requirements. Responsible for overseeing and coordinating with compliance and finance managers. Must ensure transparency to the public regarding planned and actual use of funds.
Project Subdirector	Responsible for supporting the PRDOH, its representatives, and the Project Director in ensuring full compliance with all HUD and PRDOH requirements including administrative, financial, Initiative, and technical. Responsible for implementing oversight mechanisms and developing all necessary policies, procedures, and tools to track progress and monitor performance of all components of the VPA Initiative. Must ensure compliance with applicable local and federal rules, laws, and regulations. Must be knowledgeable of the Initiative's requirements and cross-cutting Federal requirements. Responsible for supporting the PRDOH, its representatives, and the Project Director, overseeing and coordinating with compliance and finance managers. Collaborate with the Project Director and communicate effectively and frequently with other project collaborators.

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Role	Description
Administrator	Responsible for managing and monitoring contracts, overseeing invoice preparation, the acquisition of goods and services for the VPA Initiative, convening logistics, and supervision of Administrative Assistants. This includes developing procurement plans, negotiating contracts, ensuring that all procurement activities comply with relevant laws and regulations, and coordinate logistics of locations, scheduling, and audiovisual equipment required to conduct meetings and presentations with PRDOH for VPA Initiative stakeholders, or the general public.
Finance Director	Responsible for managing the financial aspects of the VPA Initiative and supervision of Compliance Manager and Accountants. This includes implementing financial policies and procedures, preparing and managing budgets for regional inventories, forecasting financial performance, and ensuring overall compliance with federal regulations and guidelines. The finance director also plays a key role in the grant reporting process, working with the grant team to gather, prepare, certify, and report financial documentation and supporting materials.
Compliance Manager	Responsible of ensuring that funds are spent and documented within the requirements of the SRA. This includes monitoring and documenting key activities and tasks to ensure progress toward deliverables, and documenting indicators, targets, and timelines established in the SRA. Responsible of ensuring compliance with grant reporting requirements including that all reports are submitted in a timely and accurate manner.
Lead Coordinator	Responsible for ensuring that regional and operational goals are met, supporting coordinators in planning and monitoring for compliance. Assists and guides coordinators and staff with queries, goal achievement, conflict resolution, staff recruitment and training curriculum design, as well as other needs as necessary for the VPA Initiative. Identifies areas of improvement, compliance metrics as well as uniformity in processes. Acts as liaison and maintains constant

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Role	Description
	communication with other divisions, ensuring compliance and execution of the SRA. Participates in initiative goal tracking and planning meetings and others as needed. Supervises the staff under his/her charge, supports in the recruitment process, as well as ensures the implementation of regulations and procedures of the organization.
Coordinators	Responsible for overseeing the data collection and inventory process in a specific geographic region and provides support to specific divisions, including community and municipal relations. This includes recruiting, training, and supervising Field Technicians, coordinating field operations, and ensuring that the inventory is conducted accurately and efficiently. In addition, will also be responsible for managing schedules and working with local officials to coordinate Initiative implementation.
Lead Attorney	Responsible for leading the coordination of all the tasks associated with the development of VPA Initiative, including the incorporation of Best Practices on regulatory or policy-oriented methods. Tasks include trend identifications, relocation policies for at-risk communities, increase access to insurance, ordinances regulatory tools process work, and other tasks as deemed necessary. Provides communication to all levels of management and staff regarding the development of VPA Initiative outcomes and other PRDOH assigned tasks, including, but not limited to regulatory tools to address specific identified mitigation or hazard concerns, and including any trends identified during the process of Municipal, Government of Puerto Rico and Federal Policy Framework Analysis. Prepare legal descriptions, analyze, and process boundary surveys, among other procedures. Collaborate with the Project Director and communicate effectively and frequently with other project collaborators.
Communications Director	Responsible for establishing and implementing a strategic plan for outreach for the VPA Initiative in coordination with the Project Director, PRDOH, and Initiative stakeholders. Develop, coordinate, and validate all outreach communication materials and public facing communications with PRDOH before implementation. Coordinate all outreach communication materials and

Role	Description
	public facing communications to be shared with VPA Initiative stakeholders including, but not limited, to: Subrecipients, Supporting Entities, VPA Initiative participants (such as but not limited to universities, professional organizations, Non-Governmental Organizations (NGOs)), and others as requested by PRDOH. Develop strategic plan to, effectively and efficiently, resolve any Subrecipients or Supporting Entities and public relations issues in coordination with the Project Director and PRDOH. Implement system to report, manage and track frequent questions, comments, and issues, including evaluation of the Initiative Team's effectiveness addressing complaints and answers. PRDOH must be able to access this system to have daily updates of status and results.
Human Resources Director	Responsible for overseeing and managing all aspects of the Initiative's human resources, including recruitment processes, intake training, professional development, employee relations, and compliance with federal grant regulations. This individual ensures that the organization's human resource practices align with the goals and objectives of the VPA Initiative and supports the overall mission of CDBG-DR.
Field Technicians	Responsible for conducting on-site visits to communities and accurately recording information about vacant and abandoned properties. This may include geolocating properties, taking photographs, collecting detailed information about potential nuisance conditions, and prepare Property Profile drafts. Technicians must ensure that all collected data is accurate and complete. Field Technicians will be required to provide regular updates on their progress to Coordinators.
Information Technology Director	Responsible for managing the Subrecipient's databases and computer systems. This includes designing and implementing new databases, maintaining and troubleshooting existing systems, and ensuring that the organization's IT infrastructure is secure and reliable. The Administrator may also be responsible for providing technical support to Subrecipient and PRDOH staff, training

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Role	Description
	new staff on systems in use, and helping to develop IT policies and procedures.
Attorney I	Responsible for conducting legal research and drafting documents, with a specific focus on tenure research and interpretation of property transition documents. They are also tasked with organizing paralegals and other support staff, ensuring that all preparatory legal work is accurate and completed in a timely manner. Additionally, these attorneys may provide support in various legal proceedings, draft briefs, and assist senior attorneys in preparation. This role demands strong analytical skills, attention to detail, and the ability to work effectively under pressure, serving as a foundation for developing expertise in specific areas of law.
Attorney II	Responsible for trend identifications; relocation policies for at-risk communities, increase access to insurance; ordinances regulatory tools process work; and other tasks as deemed necessary. Provides communication to all levels of management and staff regarding the development of VPA Initiative outcomes and other PRDOH assigned tasks, including, but not limited to regulatory tools to address specific identified mitigation or hazard concerns, and including any trends identified during the process of Municipal, Government of Puerto Rico and Federal Policy Framework Analysis. Prepare and supervise legal descriptions and memos, research of applicable US Code of Federal Regulations, draft waiver requests, seek policy interpretations, analyze and process boundary surveys, and assist in drafting internal policies, among other procedures. Collaborate with the Lead Attorney and communicate effectively and frequently with other project collaborators.
Paralegals	Responsible to assist Attorneys in preparing and organizing various legal and regulation analysis documents, draft legal descriptions and memos, and support Property Profile preparation. This includes conducting research, investigating facts and developing draft VPA Initiative documents, assist with the resolution of disputes involving property ownership, land use, and other related issues, and carry out cadastral and Property Registry research. Will also

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Role	Description
	be responsible for helping to prepare and organize case files and attending administrative hearings and other legal proceedings as needed.
Administrative Assistant	Responsible for performing office functions and routine administrative task such as writing correspondence, scheduling appointments, organizing, and maintaining written and electronic files, or other coordination and communication as necessary. Assists other divisions, providing administrative support to executive staff, human resources, communications, administrative and others, in the handling of requests, as needed.
Designer	Responsible for creating graphic designs and audiovisual materials and other resources to support the Initiative's mission and goals. This may include designing brochures and other disseminating materials, as well as creating Initiative-related graphics for the Subrecipient's website and social media pages. Will also be responsible for managing project timelines, working with the Communication Director on visualizing Initiative outcomes for periodical reporting, as well as consulting with municipal and community stakeholders to refine design concepts for localized outreach campaigns.
GIS Analyst	Responsible for the development and delivery of GIS information products, data, and services. Responsibilities include database construction and maintenance using current enterprise GIS software and in coordination with the Information Technology Director, data compilation and reformatting, assisting in designing and monitoring initiatives and procedures for Field Technicians, programming system enhancements, customizing surveys, performing spatial analysis for special projects, and performing QA/QC activities. Other Activities associated with GIS analysis as required by Project Director.
GIS Technicians	Responsible for developing and maintaining databases using geographic information systems software. Digitizes geometric entities and manages attribute tables for GIS Analyst review and approval. Generates draft digital and print cartographic products and assists scan and

Role	Description
	georeferenced maps and plot plans to assist with tenure-related investigations. Provides and generates data and statistics according to the organization's databases. Performs clerical work related to the area of Geographic Information Systems. Collaborates in the development of Geographic Information Systems best practices for the organization. Performs other duties as assigned in accordance with organizations objectives.
Accountants	Responsible for managing the Initiative's financial records and ensuring that the grant funds are used in accordance with relevant laws and regulations. This includes preparing financial statements, tracking expenses, review invoices and make timely payments, evaluate expenditure rates, providing documentation for external auditors, and preparing reports for the PRDOH. Will also be responsible for communicating with PRDOH points of contact regarding invoicing, working with the Subrecipient's leadership team to develop and implement financial policies and procedures, and providing training and support to collaborating staff on financial matters.

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EXHIBIT D – SECTION 1

BUDGET

VACANT PROPERTY ASSESSMENT INITIATIVE

CENTRO PARA LA RECONSTRUCCIÓN DEL HÁBITAT INC.

PRDOH designated to the Subrecipient a total allocation amount of **twenty seven million, eight hundred and ninety five thousand, three hundred and forty seven dollars with sixty seven cents (\$27,895,347.67)** for the Vacant Property Assessment (VPA) Initiative (**Initiative**), which is the maximum budget amount assigned to the Subrecipient to complete the activities under this SRA. Proposed budget items will be evaluated according to guidelines laid out in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

The VPA Initiative is a reimbursement program. All costs must be incurred prior to reimbursement and invoicing. Planning and grant management activities will include, but are not limited to those described in **Exhibit A (Scope of Work)** and **Exhibit B (Timeline and Performance Goals)** of this SRA.

PRDOH will use the milestones and tasks included in **Exhibit B (Timeline and Performance Goals)** to evaluate the progression and completion of program activities. The following costs are considered NOT eligible for funding or reimbursement: engineering, architectural, and design costs related to a specific project such as detailed engineering specifications and working drawings; construction or any costs of implementation of projects or plans; and costs not associated with the development of plans or other planning activities.

As a beneficiary of the VPA Initiative, the Subrecipient assumes responsibility for administering these CDBG-DR funds in a manner consistent with the SRA, the program objectives, and PRDOH Policies and Procedures. The 2 C.F.R. Part 200 Subpart E (Cost Principles) requires that all costs are **necessary, allowable, reasonable, and allocable**.

- **Necessary** cost must be ordinary and necessary for the performance of this grant award.
- **Allowable** costs are those which are necessary in order to carry out the program, are consistent with policies and procedures established by the Subrecipient and the PRDOH, and which are adequately documented.
- **Reasonable** costs are generally considered those which are ordinary and necessary, and do not exceed market prices for comparable goods or services in the area.
- **Allocable** costs are those costs incurred specifically for VPA Initiative or benefits the VPA Initiative and other work and can be distributed in proportions using reasonable

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methods, which are necessary in order to carry out the tasks and deliverables required by the VPA Initiative.

BUDGET DETAIL

The budget detail that follows is provided as an expanded budget line-item detail but is not intended as a limiting factor. Expenditures per line item may not exceed the total budget per cost type (staffing, professional services, other operating, and equipment), but amounts may fluctuate between specific line items based on VPA Initiative needs.

During the period from March 16, 2023 to December 15, 2024, the incurred cost is reimbursed using the unit deliverables method (Program Meetings, Inventory, and Mandated Trainings). The budget amount not incurred through the unit deliverable method, before the contract amendment execution, was redistributed and is included in the Staffing, Professional Services, Other Operating, and Equipment costs categories. The assigned costs for these categories have been included in this amendment and are effective until the end of the contract, as amended.

The costs incurred during the period from October 1, 2023, to December 15, 2024, are adjusted in this budget based on future determinations from the Bi-Annual Subrecipient Cost Reviews.

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Total Budget Table		
Activity		
Amendment		
Unit Deliverables	Program Meetings	81,632.56
	Inventory	7,090,991.85
	Final Report	-
Staffing		14,543,099.30
Professional Services		116,711.00
PRDOH-Mandated Training		6,939.87
All Other Operating (Rent)		316,512.98
All Other Operating (Others)		3,166,105.60
Indirect Cost (10%)		2,545,825.89
Equipment		27,528.63
TOTAL PROGRAM COSTS:		\$ 27,895,347.67

UNIT DELIVERABLES METHOD

During the period from March 16, 2023 to December 15, 2024, the incurred cost was reimbursed using the unit deliverables method for the following categories:

PROGRAM MEETINGS

The Subrecipient invoiced units of program meetings that included the following activities, upon provision of the respective sources of verification as outlined in **Exhibit B** (Timelines and

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Performance Goals). The amount of costs reimbursed for this category is included in the Total Budget table.

- **Regional Informative Meetings with CDBG-DR and PRDOH Central and Regional Staff**
- **Initial Meetings with Municipalities Staff**
- **Initial Meetings with Communities**
- **Intermediate Meetings with Municipalities Staff**
- **Intermediate Meetings with Communities**

The Subrecipient invoiced PRDOH at a unit cost of nine hundred and eight dollars with twenty-nine cents (\$908.29) per one (1) Program Meeting. The amount of costs reimbursed for this category is included in the Total Budget table.

INVENTORY

The Subrecipient also invoiced partial street-by-street, parcel-by-parcel inventories in bundles of at least five hundred (500) inventoried properties per month, upon provision of the respective sources of verification as outlined in **Exhibit B** (Timelines and Performance Goals). The amount of costs reimbursed for this category is included in the Total Budget table.

The new amount of properties to be inventoried per municipality is established below in the "Breakdown per Municipality of Inventory Properties" table. The Subrecipient must inventory the minimum number of properties per municipality, though may inventory additional properties at the request of PRDOH in order to ensure the completion of specific geographic areas of interest. During the Inventory timeline, the Subrecipient with the PRDOH's written approval may adjust the quota per municipality based on updated Census-American Community Survey (**ACS**) data or other situations identified as results for early inventories are completed and tendencies identified.

The properties to be inventoried must be primarily of residential use. Other uses like mixed-use and commercial use may be identified but must not exceed a total of 7%. The PRDOH may authorize an adjustment of this percentage if justified by project data and in order to ensure that data collected has maximum benefit for the PRDOH and CDBG-DR projects.

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BREAKDOWN PER MUNICIPALITY OF INVENTORY PROPERTIES			
MUNICIPALITY	TOTAL OTHER VACANT ACS 2021	EXISTING MINIMUM VPA INVENTORY	AMENDED MINIMUM VPA INVENTORY
ADJUNTAS	1,426	311	678
AGUADA	2,660	580	1264
AGUADILLA	4,657	1,016	2215
AGUAS BUENAS	1,339	292	637
AIBONITO	750	164	358
AÑASCO	2,133	465	1014
ARECIBO	6,731	1,469	3202
ARROYO	1,567	342	746
BARCELONETA	1,416	309	674
BARRANQUITAS	1,356	296	645
BAYAMÓN	10,245	2,236	4874
CABO ROJO	4,731	1,032	2250
CAGUAS	5,827	1,272	2773
CAMUY	1,740	380	828
CANÓVANAS	2,310	504	1099
CAROLINA	9,648	2,105	4589
CATAÑO	1,490	325	709
CAYEY	2,718	593	1293
CEIBA	2,054	448	977
CIALES	1,237	270	589
CIDRA	2,108	460	1003
COAMO	1,733	378	824

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BREAKDOWN PER MUNICIPALITY OF INVENTORY PROPERTIES			
MUNICIPALITY	TOTAL OTHER VACANT ACS 2021	EXISTING MINIMUM VPA INVENTORY	AMENDED MINIMUM VPA INVENTORY
COMERÍO	1,550	338	737
COROZAL	1,741	380	828
CULEBRA	179	39	85
DORADO	2,052	448	977
FAJARDO	3,112	679	1480
FLORIDA	605	132	288
GUÁNICA	2,863	625	1363
GUAYAMA	3,025	660	1439
GUAYANILLA	1,335	291	634
GUAYNABO	4,798	1,047	2282
GURABO	1,657	362	789
HATILLO	1,999	436	950
HORMIGUEROS	1,126	246	536
HUMACAO	4,168	910	1984
ISABELA	3,342	729	1589
JAYUYA	763	167	364
JUANA DÍAZ	2,428	530	1155
JUNCOS	2,152	470	1025
LAJAS	2,170	474	1033
LARES	1,886	412	898
LAS MARÍAS	1,138	248	541
LAS PIEDRAS	2,401	524	1142

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BREAKDOWN PER MUNICIPALITY OF INVENTORY PROPERTIES			
MUNICIPALITY	TOTAL OTHER VACANT ACS 2021	EXISTING MINIMUM VPA INVENTORY	AMENDED MINIMUM VPA INVENTORY
LOÍZA	1,617	353	770
LUQUILLO	1,330	290	632
MANATÍ	2,995	654	1426
MARICAO	651	142	310
MAUNABO	810	177	386
MAYAGÜEZ	6,800	1,484	3235
MOCA	2,305	503	1097
MOROVIS	1,619	353	770
NAGUABO	1,860	406	885
NARANJITO	1,779	388	846
OROCOVIS	1,534	335	730
PATILLAS	1,658	362	789
PEÑUELAS	1,223	267	582
PONCE	10,395	2,268	4944
QUEBRADILLAS	1,415	309	674
RINCÓN	1,116	244	532
RÍO GRANDE	3,736	815	1777
SÁBANA GRANDE	2,530	552	1203
SALINAS	2,044	446	972
SAN GERMÁN	3,767	822	1792
SAN JUAN	28,849	6,296	13725
SAN LORENZO	1,928	421	918

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BREAKDOWN PER MUNICIPALITY OF INVENTORY PROPERTIES			
MUNICIPALITY	TOTAL OTHER VACANT ACS 2021	EXISTING MINIMUM VPA INVENTORY	AMENDED MINIMUM VPA INVENTORY
SAN SEBASTIÁN	2,457	536	1168
SANTA ISABEL	1,047	228	497
TOA ALTA	2,957	645	1406
TOA BAJA	4,711	1,028	2241
TRUJILLO ALTO	3,547	774	1687
UTUADO	1,988	434	946
VEGA ALTA	2,676	584	1273
VEGA BAJA	3,565	778	1696
VIEQUES	987	215	469
VILLALBA	1,065	232	506
YABUCOA	2,170	474	1033
YAUCO	3,625	791	1724
TOTAL:	229,122	50,000	109,000

FINAL REPORTS

No Final Reports were invoiced during the first year of the SRA period.

PRDOH-MANDATED TRAINING

The Subrecipient participated in PRDOH Mandated trainings as established on **Exhibit G (Special Conditions)** of this SRA. The amount of costs reimbursed for this category is included in the Total Budget table.

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COST REIMBURSEMENT METHOD

For the period beginning December 16, 2024, the incurred cost will be invoiced using the cost reimbursement method for the following categories:

STAFFING

To support implementation of the VPA Initiative, Subrecipient will need staffing. The total budget for staffing shall not exceed the amount indicated below for "**Total Staffing Detail**" during the term of the SRA. However, the minimum salary rate for some positions may increase due to legal requirements, and variations per positions established in the "**Max Hourly Rate**" may be invoiced with previous authorization from PRDOH.

Additionally, considering that staffing is paid biweekly, PRDOH authorizes invoicing every two weeks, in between the approvals of the monthly reports.

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STAFFING DETAIL		
Position	FTE COUNT [A]	COST PER WEEK
Project Director	0.60	\$1,234.08
Project Subdirector	1.00	\$1,606.00
Administrator	0.80	\$816.32
Finance Director	1.00	\$1,380.80
Compliance Manager	1.00	\$2,311.20
Communications Director	1.00	\$1,380.80
Human Resources Director	0.90	\$1,040.04
Information Technology Director	1.00	\$1,020.40
GIS Analyst	1.00	\$3,212.00
Lead Attorney	0.90	\$1,851.12
Attorney I	1.00	\$5,778.00
Paralegals	1.00	\$14,776.40
Coordinators	1.00	\$15,306.00
Field Technicians	1.00	\$28,913.20
Administrative Assistant	0.90	\$5,022.00
Designer	0.90	\$2,080.08
Accountants	1.00	\$2,790.00
Attorney II	1.00	\$12,848.00
Lead Coordinator	1.00	\$3,212.00
GIS Technician	1.00	\$3,180.80
Total Staff Maximum Weekly Cost:		\$109,759.24
Total Cost for Contract Period:		\$14,543,099.30

PROFESSIONAL SERVICES

Subrecipient may procure a variety of professional services provided by entities other than the Subgrantee to carry out any component of any of the tasks and activities described in this SRA. The federal government imposes procurement requirements for the acquisition of all professional services purchased with federal funds. Everything purchased with federal funds must be obtained through a procurement process that complies with the 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 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200).

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PROFESSIONAL SERVICES DETAIL		
SERVICE NAME	Description	Estimated Cost
Training Capacity for Personnel	Cost of training and education of employees on topics relevant to activities necessary to carry out the tasks and activities described in this Agreement.	\$24,281.00
Annual Financial Report Preparation	Annual external audit services, financial statements and annual forms of the program.	\$75,000.00
Printing Services	Printing services of VPA materials.	\$17,430.00
TOTAL PROFESSIONAL		\$116,711.00

OTHER OPERATING

To support the implementation of the VPA Initiative, the Subrecipient will need to incur other operating expenses. The total budget for other operating shall not exceed the amount indicated below for "**Total Other Operating Expenses Detail**" during the term of the SRA and will only be incurred in the categories included in the following table.

All technology purchases, subscriptions or acquisitions related to the GIS and database platforms require written approval with an order to proceed from PRDOH before any costs are incurred.

Amendment A to the Subrecipient Agreement
Between PRDOH and Centro para la Reconstrucción del Hábitat Inc.
For the Vacant Property Assessment (VPA) Initiative
Program Management Planning Allocation under CDBG-DR
Exhibit D – Budget
Page 12 / 14

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OTHER OPERATING EXPENSES DETAIL		
TYPE	DESCRIPTION	ESTIMATED COST
Rental	Rental of facilities and utilities payment for short term use related to activities necessary to carry out the tasks and activities described in this Agreement.	\$270,000.00
Outreach activities	Outreach costs include but are not limited to promotions, activities and meetings.	\$1,850.00
Travel Related Expenses	Travel costs are the expenses for transportation (mileage, parking, or tolls), lodging, subsistence, special travel, and related items incurred by employees who are in travel status on official business for the VPA initiative.	\$963,455.60
Materials and Supplies	General supplies, materials, and equipment accessories related to day-to-day VPA activities. This can encompass a broad range of items necessary for the efficient operation and management of an office environment, and employee performance and can include, but is not limited to, stationery items, printer supplies, boards, markers, chargers, covers for tablets, connectors among others.	\$92,100.00
Fees	Property Registry Search Fees.	\$1,767,200.00
Insurance	The proposed insurance line item is to cover general business liability insurance to cover claims from accidents, injuries, and property damage claims that may arise from CDBG-DR activities, with minimum coverage amounts as established by SRA Exhibit J. This is estimated at \$25,000 based on 2023 experience, per year for 2024, 2025, 2026, and 2027. Exhibit J requires subrecipients to secure comprehensive insurance coverage to safeguard against various risks associated with the project. These include mandatory Workers' Compensation Insurance, robust Commercial General Liability policies with \$2,000,000 limits per occurrence, Employer's Liability Stop Gap Insurance, and Comprehensive Automobile Liability Insurance. Additionally, Professional Liability Insurance, with a \$1,000,000 limit, is required for all professionals involved in the project, and an Umbrella Insurance policy with a \$10,000,000 limit adds further protection.	\$108,000.00
Dues & Subscriptions	Subscriptions to services such as hotspots, databases, GIS Data, creative clouds, specialized portals, and internet-related tools that are necessary to carry out the tasks and activities described in this Agreement	\$208,500.00
Uniforms	Purchase of uniforms for staff for properly identified personnel in meetings, community settings, and field visits.	\$25,000.00
Overhead: Indirect Cost	Predetermined indirect cost rate established by De Minimis.	\$1,782,591.59
		\$5,218,697.19

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EQUIPMENT

To support implementation of the VPA Initiative, Subrecipient will need a variety of equipment. The total budget for equipment shall not exceed the amount indicated below for **"Total Equipment"** during the term of the SRA, allowing flexibility that the detail may fluctuate depending on VPA Initiative needs. This includes an amount to cover equipment cost for the duration of the SRA Term. The federal government imposes procurement requirements for the acquisition of all supplies, equipment and real property purchased with federal funds. Everything purchased with federal funds must be obtained through a procurement process that complies with the standards imposed by the federal the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200). The Subrecipient may procure items on the condition that the equipment is directly tied to fulfilling the conditions of the SRA, and that they are procured in the appropriate manner.

EQUIPMENT DETAIL		
Equipment	DESCRIPTION	ESTIMATED COST
Equipment	Acquisition of office equipment such as printers, computers, digital scanners, and accesories.	\$21,428.63
Office Equipment	Acquisition of office equipment such as furniture.	\$6,100.00
TOTAL EQUIPMENT MAXIMUM COST:		\$27,528.63

PRDOH reserves the right to adjust funding levels for each grantee and the allocation of the funding amounts for each planning component. Once Applicants are selected for award, PRDOH will determine the total amount to be awarded to any Subrecipient, based upon the scope of services to be provided, funds available, and other factors that PRDOH may determine.

BUDGET RE-DISTRIBUTION

- a) Changes to the budget detail lines require authorization from PRDOH and must be completed using the established Re-distribution process.
- b) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown above without exceeding the Total Authorized Budget.

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- c) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the re-distribution cannot be considered as authorized.
- d) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

END OF DOCUMENT



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT IV

EXHIBIT E-1

Contract Code: 5161-a

Type: Change Order A_V2

Original Registered Code: 2023-DR0099

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: CENTRO PARA LA RECONSTRUCCION DEL HABITAT, INC.
Source of Funds: 14.228 CDBG Funds
For: Amendment A to 2023-DR0099
Amount: \$16,677,131.78

The breakdown and grant of the certified funds is as follows:

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Accountant	6090-01-000	\$188,534.25
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Administrative Assistant	6090-01-000	\$339,361.65
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Administrator	6090-01-000	\$55,162.82
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Annual Report	6090-01-000	\$75,000.00
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Attorney I	6090-01-000	\$390,448.35
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Attorney II	6090-01-000	\$868,203.60
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Communications Director	6090-01-000	\$93,307.56
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Compliance Manager	6090-01-000	\$156,179.34
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Designer	6090-01-000	\$140,561.41
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Dues and Subscriptions	6090-01-000	\$41,700.00
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Fees	6090-01-000	\$353,440.00
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Field Technicians	6090-01-000	\$1,953,809.49
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Finance Director	6090-01-000	\$93,307.56
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - GIS Analyst	6090-01-000	\$217,050.90
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - GIS Technician	6090-01-000	\$214,942.56
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Human Resource Director	6090-01-000	\$70,280.70
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Insurance	6090-01-000	\$21,600.00

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B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - IT Program Director	6090-01-000	\$68,953.53
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Lead Attorney	6090-01-000	\$125,089.43
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Lead Coordinator	6090-01-000	\$217,050.90
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Office Rent (Sub-recipient)	6090-01-000	\$63,302.60
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Office Supplies (Sub-recipient)	6090-01-000	\$18,420.00
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Outreach	6090-01-000	\$370.00
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Paralegals	6090-01-000	\$998,515.23
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Printing Services	6090-01-000	\$17,430.00
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Program Coordinator	6090-01-000	\$1,034,302.95
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Project Director	6090-01-000	\$83,392.96
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Project Sub-Director	6090-01-000	\$108,525.45
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Training Capacity Personnel	6090-01-000	\$24,281.00
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Travel Expenses (Sub-recipient)	6090-01-000	\$192,691.12
B-17-DM-72-0001	IR - Planning	r01p06pmp-doh-na	P - Uniforms	6090-01-000	\$5,000.00
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Accountant	6090-01-000	\$181,140.75
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Administrative Assistant	6090-01-000	\$326,053.35
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Administrator	6090-01-000	\$52,999.58
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Attorney I	6090-01-000	\$375,136.65
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Attorney II	6090-01-000	\$834,156.40
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Communications Director	6090-01-000	\$89,648.44
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Compliance Manager	6090-01-000	\$150,054.66
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Designer	6090-01-000	\$135,049.19
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Dues and Subscriptions	6090-01-000	\$166,800.00
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Equipment (Sub-recipient)	6090-01-000	-\$21,721.37
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Fees	6090-01-000	\$1,413,760.00
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Field Technicians	6090-01-000	\$1,877,189.51
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Final Reports	6090-01-000	-\$750,287.46
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Finance Director	6090-01-000	\$89,648.44
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - GIS Analyst	6090-01-000	\$208,539.10
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - GIS Technician	6090-01-000	\$206,513.44

**This transaction does not represent an overcharge of the account herein.*

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B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Human Resource Director	6090-01-000	\$67,524.60
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Indirect Cost	6090-01-000	\$1,544,428.99
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Insurance	6090-01-000	\$86,400.00
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - IT Program Director	6090-01-000	\$66,249.47
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Lead Attorney	6090-01-000	\$120,183.97
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Lead Coordinator	6090-01-000	\$208,539.10
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Office Rent (Sub-recipient)	6090-01-000	\$253,210.38
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Office Supplies (Sub-recipient)	6090-01-000	\$73,680.00
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Other Operating (Subrecipient)	6090-01-000	-\$153,600.00
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Outreach	6090-01-000	\$1,480.00
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Paralegals	6090-01-000	\$959,357.77
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - PRDOH Mandated Meetings	6090-01-000	-\$10,087.80
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - PRDOH Mandated Trainings	6090-01-000	\$6,939.87
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Program Coordinator	6090-01-000	\$993,742.05
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Program Meetings	6090-01-000	-\$224,461.18
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Project Director	6090-01-000	\$80,122.64
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Project Sub-Director	6090-01-000	\$104,269.55
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Travel Expenses (Sub-recipient)	6090-01-000	\$770,764.48
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - Uniforms	6090-01-000	\$20,000.00
B-18-DP-72-0001	IR - Planning	r02p06pmp-doh-na	P - VPA Inventory Task	6090-01-000	-\$1,856,508.15
					<u>\$16,677,131.78</u>

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties. These funds do not affect the Puerto Rico Department of Housing (PRDOH) operational budget, and are available to be use.

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 12/12/2024
Electronic Approval
Budget Manager

Nilda Baez Signed Date - 12/12/2024
Electronic Approval
Finance Director

*This transaction does not represent an overcharge of the account herein.



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EXHIBIT E

HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PRDOH REQUIREMENTS VACANT PROPERTY ASSESSMENT INITIATIVE CENTRO PARA LA RECONSTRUCCIÓN DEL HÁBITAT INC.

Given that the Subrecipient Agreement (SRA) involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this SRA. In addition, SUBRECIPIENT shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federallaborstandards-provisions/>.

These terms and conditions must be included in their entirety by the SUBCONTRACTOR in all purchase orders or subcontracts that are directly related to the SRA, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

These general provisions may be updated from time to time. It is the sole responsibility of the SUBRECIPIENT to be aware of any changes hereto, to amend and implement such changes, and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this SRA shall be deemed to be inserted herein and the SRA shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the SRA shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

SUBRECIPIENT shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF SUBRECIPIENT AGREEMENT TERMS

The Puerto Rico Department of Housing (PRDOH) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this SRA, in instances where the SUBRECIPIENT or any of its subcontractors violate or breach any SRA term. If the SUBRECIPIENT or any of its subcontractors violate or breach any SRA term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the SRA documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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4. REPORTING REQUIREMENTS

The SUBRECIPIENT shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The SUBRECIPIENT shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The SUBRECIPIENT will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the SUBRECIPIENT shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The SUBRECIPIENT represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

8. CONFLICTS OF INTEREST

The SUBRECIPIENT shall notify the PRDOH as soon as possible if this SRA or any aspect related to the anticipated work under this SRA raises an actual or potential conflict of interest, if applicable. The SUBRECIPIENT shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The SUBRECIPIENT shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The SUBRECIPIENT shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

9. SUBCONTRACTING

When subcontracting, the SUBRECIPIENT shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The SUBRECIPIENT represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this SRA.

The SUBRECIPIENT will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY

The SUBRECIPIENT shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

11. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this SRA shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of 1934, 48 Stat. 948; (codified at 18 U.S.C. § 874; and 40 U.S.C. § 3145). The SUBRECIPIENT shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The SUBRECIPIENT shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the CWHSSA, and the SUBRECIPIENTS and subcontractors shall comply with all

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regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

13. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The SUBRECIPIENT shall comply with the Davis Bacon Act (40 U.S.C. § 3141 *et seq.*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or subcontractors, including employees of other governments, on construction work assisted under this SRA, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act.

On a semi-annual basis, the SUBRECIPIENT shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

14. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner his or her obligations under this SRA, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this SRA, the PRDOH shall thereupon have the right to terminate this SRA by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, **at least five (5) days** before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the SUBRECIPIENT shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the SUBRECIPIENT, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the SUBRECIPIENT is determined.

15. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this SRA at any time by giving at least a **ten (10) days'** notice in writing to the SUBRECIPIENT. If the SRA is terminated by the PRDOH as provided herein, the SUBRECIPIENT will be paid for the time provided and expenses incurred up to the termination date.

16. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The SUBRECIPIENT shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The SUBRECIPIENT agrees to take affirmative action to employ, advance in employment and

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otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the SUBRECIPIENT;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the SUBRECIPIENT including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- 2) The SUBRECIPIENT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - 3) In the event of the SUBRECIPIENT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - 4) The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the SUBRECIPIENT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The SUBRECIPIENT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the SUBRECIPIENT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 - 5) The SUBRECIPIENT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the SUBRECIPIENT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - 6) The SUBRECIPIENT will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Rehabilitation Act of 1973, as amended, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal

Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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17. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Subpt. B, Ch. 60).

During the performance of this Agreement, the SUBRECIPIENT agrees as follows:

- 1) The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The SUBRECIPIENT will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the SUBRECIPIENT's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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- 7) In the event of the SUBRECIPIENT's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) SUBRECIPIENT shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

18. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding \$10,000)

The SUBRECIPIENT certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The SUBRECIPIENT agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The SUBRECIPIENT further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

19. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

The SUBRECIPIENT and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B and Ch. I, Subch. C, Pt. 93, Subpt. B, as amended, Section 508 of the

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Federal Water Pollution Control Act (33 U.S.C. § 1368) and Executive Order 11738 of September 10, 1973.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the SUBRECIPIENT or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to Ch. I, Subch. C, Pt. 93, Subpt. B or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B, as amended.
- 2) Agreement by the SUBRECIPIENT to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the SUBRECIPIENT that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the SUBRECIPIENT will take such action as the government may direct as a means of enforcing such provisions.

20. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

By the execution of this SRA, the SUBRECIPIENT certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts,

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subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

21. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The SUBRECIPIENT shall comply with 2 C.F.R. § 200.326 minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the SUBRECIPIENT's obligations under such contract.
- 3) A payment bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

22. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the in 24 C.F.R. Part 75 regulations.
- C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

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positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- E. The SUBRECIPIENT acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contracting requirements of 24 C.F.R. 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts signed after this SRA.
- F. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled: (1) after the SUBRECIPIENT is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 C.F.R. Part 75.
- G. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- I. The SUBRECIPIENT agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

23. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR/MIT) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 *et seq.*, and

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section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD).

The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential AntiDisplacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR/MIT programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR/MIT funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR/MIT funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR/MIT funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

24. FAIR HOUSING ACT

SUBRECIPIENT shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

25. ENERGY POLICY AND CONSERVATION ACT

SUBRECIPIENT shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

26. POLITICAL ACTIVITY

The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to Hatch Political Activity Act (Hatch Act), 5 U.S.C. §§ 1501–1508, which limits the political activity of employees.

The SUBRECIPIENT shall comply with the Hatch Act and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. §§ 1501–1508.

The Hatch Act applies to political activities of certain state and local employees. As a PRDOH's SUBRECIPIENT, you may participate in any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The SUBRECIPIENT may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions

from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

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27. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 3702 and 3704 (a) of the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. §§ 3702 and 3704. Section 3704 (a) of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to a contract to acquire a commercial product (as defined in 41 U.S.C. § 103) or a commercial service (as defined in 41 U.S.C. § 103a).

28. PERSONNEL

The SUBRECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the SUBRECIPIENT or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this SRA.

29. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the SUBRECIPIENT or by any subcontractor thereunder, the PRDOH may withhold from the SUBRECIPIENT out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the SUBRECIPIENT or subcontractor to the respective employees to whom they are due.

30. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this SRA shall be promptly reported in writing by the SUBRECIPIENT to the PRDOH for the latter's decision, which shall be final with respect thereto.

31. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

32. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The SUBRECIPIENT agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The SUBRECIPIENT will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for

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the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The SUBRECIPIENT will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

33. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

34. INTEREST OF SUBRECIPIENT

The SUBRECIPIENT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The SUBRECIPIENT further agrees that no person having any such interest shall be employed in the performance of this Agreement.

35. RELIGIOUS ACTIVITY

The SUBRECIPIENT, in compliance with 24 C.F.R. 570.200(j) and 24 C.F.R. § 5.109 (c), agrees to provide equal participation to faith-based organizations in HUD programs and activities and to abstain from disfavoring any faith-based organization, including by failing to select a faith-based organization, disqualifying an faith-based organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an faith-based organizations in the selection process using any funds related to this Agreement.

36. FLOOD DISASTER PROTECTION ACT OF 1973

The SUBRECIPIENT will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4106, and the regulations in 44 C.F.R. Parts 59 through 79 and 24 C.F.R. § 570.605.

37. LEAD BASED PAINT

The SUBRECIPIENT must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35, Subpt. A on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBGDR/MIT funds.

38. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal Program legislation.)

The SUBRECIPIENT must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

39. GENERAL COMPLIANCE

The SUBRECIPIENT shall comply with all applicable provisions of the Housing and

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Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBGDR/MIT funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the SUBRECIPIENT does not assume any applicable of the PRDOH's responsibilities for environmental review, decision making, and action, described in 24 C.F.R. Part 58 and (2) the SUBRECIPIENT does not assume any applicable of the PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52.

The SUBRECIPIENT shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR/MIT funds in complying with its obligations under this Agreement, regardless of whether CDBGDR/MIT funds are made available to the SUBRECIPIENT on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, Subpt. A; 24 C.F.R. Part 58; 24 C.F.R. Part 75; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The SUBRECIPIENT also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The SUBRECIPIENT shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website (<https://recuperacion.pr.gov/>) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

40. DUPLICATION OF BENEFITS

The SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and described in Appropriations Act. The SUBRECIPIENT must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the PRDOH, which are published in a separate notices entitled: "Clarification to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (November 16, 2011, 76 FR 71060); "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (June 20, 2019, 84 FR 28836); and "Applicability of Updates to Duplication of Benefits

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Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees," (June 20, 2019, 84 FR 28848). The SUBRECIPIENT shall carry out the activities under this Agreement in compliance with PRDOH's procedures to prevent duplication of benefits.

41. DRUG-FREE WORKPLACE

The SUBRECIPIENT must comply with drug-free workplace requirements in 2 C.F.R. §§ 182.200 through 182.230 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 81018106.

42. HOLD HARMLESS

The SUBRECIPIENT shall and hereby agrees to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the Government of Puerto Rico, PRDOH, HUD and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the SUBRECIPIENT in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the SUBRECIPIENT to indemnify and reimburse the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRDOH's enforcement of this Agreement or any portion thereof against the SUBRECIPIENT or otherwise arising in connection with the SUBRECIPIENT's breach, violation, or other noncompliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. PRDOH RECOGNITION

Unless otherwise directed by the PRDOH, the SUBRECIPIENT shall ensure recognition of the role of HUD and the PRDOH in providing funding, services, and efforts through this Agreement. Unless otherwise directed by the PRDOH, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of the PRDOH. In addition, the SUBRECIPIENT shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The PRDOH reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal or addition of such recognition.

44. LOGOS CLAUSE

The Parties hereto will not use the name of the other party, seals, logos, emblems or any distinctive trademark/ trade name, without the prior written express authorization of the other party.

45. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The SUBRECIPIENT shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

46. FINANCIAL & PROGRAM MANAGEMENT

The SUBRECIPIENT shall expend and account for all CDBG-DR/MIT funds received under this Agreement in accordance with 2 C.F.R. § 200.302 and 2 C.F.R. § 200.303

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and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The SUBRECIPIENT shall administer its program in conformance with Cost Principles as outlined in 2 C.F.R. § 200.400 through 2 C.F.R. § 200.476, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

47. DOCUMENTATION AND RECORD KEEPING

The SUBRECIPIENT shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by the PRDOH. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT programs, as modified by the HUD Notices;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR/MIT funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR/MIT program;
- f. Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200;
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

48. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the SUBRECIPIENT which are related to this SRA, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

49. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE PRDOH

The SUBRECIPIENT shall retain all official records on programs and individual activities shall be retained for the greater of **five (5) years**, starting from the closeout of the grant between PRDOH and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular **five (5) years period**, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to PRDOH upon request.

50. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the SUBRECIPIENT comes to possess client data and other sensitive information as a result of this Agreement, then the SUBRECIPIENT shall maintain client

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data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to PRDOH monitors or their designees for review upon request.

The SUBRECIPIENT must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or the PRDOH designates as sensitive or the SUBRECIPIENT considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the Subrecipient must comply with the PRDOH CDBG-DR Personally Identifiable Information, Confidentiality, and Nondisclosure Policy, as found in the CDBG-DR Website (<https://recuperacion.pr.gov/en/download/personally-identifiable-informationconfidentiality-and-nondisclosure-policy/>), which is herein included and made integral part of this Agreement, as it may be updated from time to time

The SUBRECIPIENT shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and § 570.490(c) (States).

51. CLOSE-OUT

The SUBRECIPIENT's obligation to PRDOH shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PRDOH), properly addressing Program Income (as that term is defined in Section VI (A)(19) of the HUD Notice 83 FR 5844, 5856 (February 9, 2018, as may be amended by HUD)), balances, and accounts receivable to the PRDOH), determining the custodianship of records, and the SUBRECIPIENT certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG-DR/MIT funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the SUBRECIPIENT shall transfer to the recipient any CDBG-DR/MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBGDR/MIT funds, further, any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG-DR/MIT funds (including CDBGDR/MIT funds provided to the SUBRECIPIENT in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

52. AUDITS AND INSPECTIONS

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the PRDOH, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within **thirty (30) days** after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

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53. SINGLE AUDIT

The SUBRECIPIENT must be audited as required by 2 C.F.R. Part 200, Subpt. F, when the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 (Audit requirements). Once said threshold is reached or exceeded, the SUBRECIPIENT shall notify the PRDOH and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The SUBRECIPIENT shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 (Report submission), as stated in 2 C.F.R. § 200.508(a) (Auditee responsibilities).

Among other relevant provisions, the SUBRECIPIENT shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

54. INSPECTIONS AND MONITORING

The SUBRECIPIENT shall permit the PRDOH and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the PRDOH to meet the requirements of 2 C.F.R. Part 200.

55. CORRECTIVE ACTIONS

The PRDOH may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The PRDOH may require the SUBRECIPIENT to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the SUBRECIPIENT from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the SUBRECIPIENT utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, the PRDOH may impose additional conditions on the use of the CDBG-DR/MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

56. NONDISCRIMINATION

The SUBRECIPIENT shall comply with 24 C.F.R. Part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309. Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (**Age Discrimination Act**) and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR/MIT funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 C.F.R.

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Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

The SUBRECIPIENT shall ensure that all CDBG-DR/MIT activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.¹

57. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The SUBRECIPIENT shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4156, requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 or the description of "facilities" in 41 C.F.R. § 102-76.60 are subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and 41 C.F.R. Subt. C, Ch. 102, for general type buildings).

The Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101 et seq. (ADA), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

58. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

1) General Compliance:

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and 24 C.F.R. § 570.601 and § 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person

¹ Follow the link for document access at the CDBG-DR Website: <https://recuperacion.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdba-dr-programs/>.

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for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the SUBRECIPIENT assures that the program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this 2 C.F.R. Part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the SUBRECIPIENT's assurance herein shall obligate the SUBRECIPIENT or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the SUBRECIPIENT for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the PRDOH and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR/MIT funds and provided to the SUBRECIPIENT under this Agreement, the instrument effecting any disposition by the SUBRECIPIENT of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the SUBRECIPIENT receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

3) Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the SUBRECIPIENT procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended, 15 U.S.C. § 632 (a), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish

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heritage Americans, Asian- Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR/MIT Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the SUBRECIPIENT shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. SUBRECIPIENT shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. SUBRECIPIENT shall also document their efforts and submit those to PRDOH on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (<https://recuperacion.pr.gov/>) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

4) Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

59. LABOR STANDARDS

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Parts 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The SUBRECIPIENT agrees to comply with 18 U.S.C. § 874 and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the PRDOH for review upon request.

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

60. CONDUCT

1) Contracts

- a. Monitoring: As applicable, the SUBRECIPIENT will monitor all contracted services on a regular basis to assure contract compliance. Results of

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monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- b. Content: The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement, as applicable.
- c. Selection Process: The SUBRECIPIENT shall ensure that all contracts awarded after the execution of this Agreement and in the performance of such, follow the procurement policies and procedures described in this Agreement.
- d. Notification: The SUBRECIPIENT shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR/MIT funds to the Contract Administration Area of the PRDOH CDBG-DR/MIT Legal Division within **three (3) days** of its execution.

2) Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

- a. It is presumed that the SUBRECIPIENT is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.
- b. In the event the SUBRECIPIENT is not, the SUBRECIPIENT shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR/MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR/MIT assisted activity, or with respect to the proceeds from the CDBG-DR/MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **one (1) year** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the SUBRECIPIENT, or any designated public agency.
- d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The SUBRECIPIENT certifies that: (1) No public servant of the PRDOH has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her),

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for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.

61. CITIZEN GRIEVANCES

If the SUBRECIPIENT receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRDOH CDBG-DR/MIT Program so that PRDOH may respond appropriately.

62. TECHNICAL ASSISTANCE AND TRAININGS

The SUBRECIPIENT shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

63. DISASTER RELIEF ACCOUNT

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. § 200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRDOH to its SUBRECIPIENTS shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the SUBRECIPIENT. The funds shall be used solely for eligible activities. Further, the SUBRECIPIENT shall provide and make available to PRDOH any and all documentation related to such account.

64. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The SUBRECIPIENT shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

Subrecipient whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and


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Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

END OF DOCUMENT



**NON-CONFLICT OF INTEREST CERTIFICATION
VACANT PROPERTY ASSESSMENT INITIATIVE
CENTRO PARA LA RECONSTRUCCIÓN DEL HÁBITAT INC.**

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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

Luis Orlando Gallardo Rivera

Printed Name

Executive Director

Position