



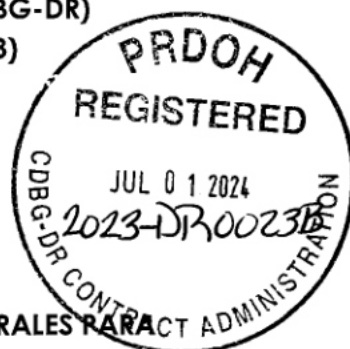
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3)
RESURGE PROGRAM

AMENDMENT B TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE

CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA
DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

Contract No. 2023-DR0023

Amendment No. 2023-DR0023B



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This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT B")** is entered into this 27 day of June, 2024, by and between the **PUERTO RICO DEPARTMENT OF HOUSING ("PRDOH")**, a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the **"Department of Housing Organic Act" ("Organic Act")**, with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and the **Consortio del Sur para manejo y administración de fondos federales para daños por terremotos de enero 2020 (CONSUR) ("Subrecipient")**, a legal entity created under Article 1.008(p) of Act No. 107 of August 14, 2020, also known as the Puerto Rico Municipal Code, 21 L.P.R.A. § 7013(p); with principal offices at Ponce, Puerto Rico, represented herein by the Members of its Board: Acting Mayor of Municipality of Ponce, **Marlese Sifre Rodríguez**, of legal age, married, resident of Ponce; **Raúl Rivera Rodríguez**, of legal age, married, resident and Mayor of the Municipality of Guayanilla, Puerto Rico; **Ángel Luis Torres Ortiz**, of legal age, married, resident and Mayor of the Municipality of Yauco, Puerto Rico; **Ismael Rodríguez Ramos**, of legal age, married, resident and Mayor of the Municipality of Guánica, Puerto Rico; **Jayson Martínez Maldonado**, of legal age, married, resident and Mayor of the Municipality of Lajas, Puerto Rico; and **Gregory González Souchet**, of legal age, married, resident and Mayor of the Municipality of Peñuelas, Puerto Rico; collectively the ("**Parties**").

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 30, 2022, the Parties executed a Subrecipient Agreement, Contract Number **2023-DR0023 ("Agreement")**, for **ONE MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$1,821,200.00)** for the Subrecipient to undertake its activities under the **Housing Seismic Rehabilitation and Reconstruction Program ("SR2")**. The Parties agreed on a performance period of **thirty-six (36) months** from the date of the execution of the Agreement ending on **September 30, 2025**.

WHEREAS, on March 23, 2023, the Parties executed an **Amendment A** to the Agreement, Contract Number **2023-DR0023A ("AMENDMENT A")**. Via **Amendment A**, the Parties agreed to increase the total budget to **THREE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED EIGHT DOLLARS AND EIGHTY CENTS (\$3,975,508.80)**. Modifications to the **Section I. GENERAL AWARD INFORMATION** table, **Section II. ATTACHMENTS**, and **Section XIV. FORCE MAJEURE** of the Agreement were included. A new **Section XXXI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** was added to the Agreement. Moreover, updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit E** (Funds Certification), were updated. **Amendment A** did not affect the **END TERM** of the Agreement.

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WHEREAS, on January 6, 2021, a Notice was published in the Federal Register, Vol. 86, No. 3, 86 FR 569, which allocated to Puerto Rico a total of \$36,424,680 for the recovery from the disasters caused by the 2019-2020 seismic sequence that shook the population of Puerto Rico. As per 86 FR 569, the Municipalities of Guánica, Yauco, Guayanilla, and Ponce were identified by the U.S. Department of Housing and Urban Development (HUD) as the Most Impacted and Distressed (MID) areas in need of receiving the aforementioned recovery funds.

WHEREAS, on February 3, 2022, HUD published the Federal Register Notice Vol. 87, No. 23 known as Consolidated Notice, 87 FR 6364, which allocated a total of \$184,626,000 in CDBG-DR funds to Puerto Rico for major disaster declarations DR-4773-PR (2019-2020 Earthquakes Sequence) and DR-4560-PR (Tropical Storm Isaias). As per 87 FR 6364, the Municipalities of Guánica, Ponce, Yauco, Guayanilla, as well as Peñuelas, Lajas, and Mayagüez, were the HUD-identified MID areas that were required to be given funding priority in the recovery from the disasters caused in Puerto Rico by the 2019-2020 seismic sequence and Tropical Storm Isaias.

WHEREAS, according to the approved CDBG-DR Earthquake Allocation Action Plan, as amended, HUD has allocated a grand total amount of **\$221,050,000** in CDBG-DR funds to Puerto Rico to address the unmet needs and disaster recovery of the aforementioned MID areas.

WHEREAS, understanding the allocation requirements to prioritize housing, as well as the identified MID areas unmet needs, PRDOH intends to undertake the recovery effort from the disasters caused by the 2019-2020 seismic sequence through the **Home Repair, Reconstruction, or Relocation Program (R3)**. Furthermore, R3 has incorporated **ReSURge** as the initiative or program ("**ReSURge Program**") that will lead the efforts towards seismic rehabilitation within the Municipalities of Guánica, Ponce, Yauco, Guayanilla, Peñuelas, and Lajas. ReSURge will assist homeowners within those municipalities with repairing their damaged homes, rebuilding substantially damaged homes in place, or relocating them away from high-risk areas.

WHEREAS, out of the abovementioned allocation of funds, **two hundred ten million five hundred eighty-one thousand seven hundred five dollars and eighty cents (\$210,581,705.80)** have been allocated to the ReSURge Program. The Subrecipient (CONSUR) shall support and assist PRDOH in the oversight, management, and administration of the ReSURge grant allocation. Such support and assistance are expected as well in relation to the implementation of the objectives, performance, compliance, and monitoring of the standards and procedures for all related activities of the ReSURge Program.

WHEREAS, as per Section IX (A) of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

WHEREAS, this **AMENDMENT B** does not constitute an extinctive novation of the obligations of the Parties under the Agreement.

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into this **AMENDMENT B**.

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WHEREAS, the Subrecipient has the legal power and authority to enter into this **AMENDMENT B** with the PRDOH, in accordance with Article 1.008(p) of Act No. 107 of August 14, 2020, also known as the "**Puerto Rico Municipal Code**", 21 L.P.R.A. § 7013(p); and by signing this **AMENDMENT B**, the Subrecipient assures the PRDOH that it shall comply with all the requirements described herein.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the Subrecipient agree to execute this **AMENDMENT B** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT B** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following sections B and C of this **AMENDMENT B**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

The Parties acknowledge and agree that it is necessary to decrease the allocated total authorized budget to **THREE MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED THREE DOLLARS AND TWENTY-FOUR CENTS (\$3,854,303.24)**. In addition, modifications to the **GENERAL AWARD INFORMATION** table in **Section I.**, **Section XII. CDBG-DR POLICIES AND PROCEDURES**, and **Section XVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement are being incorporated via this **AMENDMENT B**. Also, **Section XXX. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**, and **Section XXXII. PUERTO RICO POLITICAL CAMPAIGN FINANCING OVERSIGHT ACT** are being added. Also, updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), are being incorporated by reference into the Agreement.

Moreover, a new **Exhibit E-II** (Funds Certification) and **Exhibit J** (Non-Conflict of Interest Certification) are being incorporated by reference into the Agreement via this **AMENDMENT B**. Furthermore, modifications to **Section II. ATTACHMENTS** and **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** of the Agreement are being incorporated to address the introduction of the aforementioned new exhibits into the Agreement.

As stated before, all other provisions of the original Agreement, including the **END DATE** 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-19-DF-72-0001 B-21-DZ-72-0001
CDBG-DR Grantee Federal Award Date:	January 5, 2022 July 21, 2022

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CDBG-DR Grantee Unique Entity Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	Carlos R Jirau Velez Executive Director 441 Calle Ferrocarril Suite 209-210 Ponce, P.R. 00717
Subrecipient Unique Identifier:	Unique Entity ID #: QQPCMSRNCW98
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: Thirty-six (36) months from Start Date
Funds Certification:	<p>Dated: September 26, 2022 Authorized Amount: \$1,821,200.00 Funds Allocation: CDBG-DR "eqa01adm-doh-na" CDBG-DR "eqh03hrr-gnc-lmi" CDBG-DR "eqh03hrr-gyl-lmi" CDBG-DR "eqh03hrr-pon-lmi" CDBG-DR "eqh03hrr-yau-lmi" CDBG-DR "eqp02ppi-doh-na" Account Number: 6090-01-000 See Exhibit E ("Funds Certification")</p> <hr/> <p>Dated: March 13, 2023 Authorized Amount: \$2,154,308.80 Funds Allocation: CDBG-DR "eqa01adm-doh-na" CDBG-DR "eqh03hrr-gnc-lmi" CDBG-DR "eqh03hrr-gyl-lmi" CDBG-DR "eqh03hrr-pon-lmi" CDBG-DR "eqh03hrr-yau-lmi" CDBG-DR "eqp02ppi-doh-na" Account Number: 6090-01-000 See Exhibit E-I ("Funds Certification")</p> <hr/> <p>Dated: June 12, 2024 Authorized Amount: -\$121,205.56 Funds Allocation: CDBG-DR "eqh03hrr-gnc-lmi" CDBG-DR "eqh03hrr-gyl-lmi" CDBG-DR "eqh03hrr-pon-lmi" CDBG-DR "eqh03hrr-yau-lmi" CDBG-DR "eqp02ppi-doh-na" Account Number: 6090-01-000 See Exhibit E-II ("Funds Certification") Total: \$3,854,303.24</p>

b. **Section II. ATTACHMENTS** of the Agreement is being amended to incorporate **Exhibit E-II** (Funds Certification) and **Exhibit J** (Non-Conflict of Interest 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:

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Exhibit A	Scope of Work
Exhibit B	Timelines and Performance Goals
Exhibit C	Key Personnel
Exhibit D	Budget
Exhibit E	Funds Certification
Exhibit E-I	Funds Certification
Exhibit E-II	Funds Certification
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	Insurance Requirements
Exhibit J	Non-Conflict of Interest Certification

[...]

- c. **Section VI. BUDGET, subsection C. Program Income** of the Agreement is being amended to update **footnote 2**, as follows:

² For program Income definitions, please refer to: HUD Notice, 87 Fed. Reg. 6364, 6385 (February 3, 2022, as amended by HUD).

- d. **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** of the Agreement is being amended to include an additional paragraph that refers to the new **Exhibit J** (Non-Conflict of Interest Certification):

[...]

Moreover, **Exhibit J** ("Non-Conflict of Interest Certification"), attached herein and made an integral part of this Agreement, outlines several situations that may reasonably be considered as conflicts of interest. The Subrecipient shall disclose and certify that, to the best of its knowledge, none of the situations exist or may exist at the date of the execution of the Agreement. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent, potential, or actual conflicts of interest related to CDBG-DR funded projects, activities, and/or operations.

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

In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR/MIT program-specific and general policies and procedures, which may include but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy,

Section 3 Policy, Personally Identifiable Information, Confidentiality, Language Access Plan, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR/MIT Website: (<https://recuperacion.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the Procurement Manual for the CDBG-DR, CDBG-MIT, and CDBG State Programs Regulation No. 9506 (effective on October 25, 2023), and reporting requirements as established by the PRDOH.

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

- g. The Parties agree to add **Section XXXII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** as follows:

The Subrecipient must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.

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

Act 222-2011, known as the "Puerto Rico Political Campaign Financing Oversight Act", 16 LPRA §621-634, as amended, states that starting in January of each general election year, and until the general canvass of the general elections has been completed, and the official and final results thereof have been certified, any entity of the Government of Puerto Rico (Executive Branch, Judicial Branch, Legislative Branch, and Municipalities) is prohibited from disbursing public funds for the purpose of exposing achievements, accomplishments, projections, plans or messages and content for partisan or electoral political purposes that seek to highlight, or disfavor an aspirant, candidate, elected official, political party, or committee. This includes any advertisement or article that has been purchased, acquired, produced, or assembled prior to the year in which the general election is held, provided that it is to be disseminated during the election year, and regardless of whether the public funds used by the government entity come from the general fund, a special fund, federal funds, municipal funds, or any other source.

It will be the Subrecipient's responsibility to comply with the requirements set forth in Act 222-2011. Failure to comply with the provisions of this legislation and applicable regulations, as determined by a competent authority, may affect the disbursement of funds allocated under this Agreement.

- i. **Exhibit A** (Scope of Work) of the Agreement is being modified by an updated version hereto incorporated by reference into the Agreement (**Attachment I**) to modify overall the following:

- I. The responsibilities of the subrecipient as the oversight manager are to support and assist PRDOH in implementing the ReSURge (R3) program.
- II. PRDOH will assist in procurement, providing Environmental Review, Program Management, and Construction Management Services.
- III. Modify the Maximum Award for Reconstruction to \$215,000.00.
- IV. Eliminate the Maximum Award of \$265,500.00 for reconstruction and elevation costs.
- V. Include the following Program description:

"Homes located in high-risk areas/as identified during the environmental review with an estimated cost of repair greater than \$60,000.00 or 50% of the current assessed value of the home, whichever is less, will qualify for relocation. In these instances, as a condition of remaining in the Program, eligible homeowners will be offered relocation to a suitable home outside the floodplain or high-risk area using Program

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assistance. In addition, the ReSURge Program allows applicants, whose properties suffered damages for more than \$60,000.00, the option of accepting a relocation voucher instead of a reconstruction award."

- VI. Included the second allocation of funds, changing the total allocated amount by municipality included in the original Exhibit A. Also, include the new allocation of Municipalities of Lajas and Peñuelas, as follows:

- Ponce: \$3,807,829.70 to \$40,446,859.40
- Guayanilla: \$4,173,824.65 to \$25,110,413.05
- Yauco: \$10,748,174.47 to \$47,387,204.17
- Guánica: \$15,690,851.18 to \$64,542,890.78
- Lajas: \$10,468,294.20 (new allocation).
- Peñuelas: \$10,468,294.20 (new allocation).

- VII. The "Key Activities" will be updated according to actual Program operation. The subrecipient will support and assist through the process as an oversight manager. The following activities were removed since these services are provided by the PRDOH through procured vendors.

- Damage Assessments.
- Duplication of Benefits calculations.
- Construction Work and Construction inspection.

- VIII. The rest of the activities will be updated to make consonant with the function of the subrecipient as an Oversight Manager instead of a Program Manager. The principal task is overseeing the use of grant funds, assisting, and supporting the PRDOH in the Program implementation.

- IX. Modify the first paragraph of **Section IV. Tasks** to read as follows:

"The SUBRECIPIENT will serve as the overall manager for the ReSURge Program under this Subrecipient Agreement ("SRA" or "Agreement") with the PRDOH. In this role, the SUBRECIPIENT will oversee, assist, and support all major aspects of the Program. In addition to the tasks included herein, the SUBRECIPIENT shall perform any other task necessary for the proper performance of the services under the SRA that is in accordance with the tasks already assigned. Program Objectives, Key Activities and Tasks will be established in the PRDOH ReSURge Program Workflow and will be binding upon the parties. The PRDOH ReSURge Program Workflow may be amended from time to time and will operate under the terms and conditions of the SRA and its exhibits. Neither the original PRDOH ReSURge Program Workflow nor any subsequent changes to it will require an amendment to the SRA for it to be binding between the parties."

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- X. Many items in **Section IV. Tasks** will be updated according to the new task of the Subrecipient.

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- j. **Exhibit B** (Timelines and Performance Goals) of the Agreement is being replaced by an updated version, hereto incorporated by reference into the Agreement (**Attachment II**) to modify the following:

- I. **Section 3. TIMELINES & PERFORMANCE GOALS**, the Key Activities column in the table has been updated to incorporate more details.
- II. **Section 3. TIMELINES & PERFORMANCE GOALS**, the Timelines column in the table, have been updated according to the aforementioned activities in **Exhibit A** (Scope of Work).
- III. This SRA amendment does not include additional time to cover updates and/or changes.

- k. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version, hereto incorporated by reference into the Agreement (**Attachment III**) to modify the following:

- I. Executive Director and Deputy Executive Director role descriptions have been updated.
- II. Add another Program Specialist position for a total of four (4).
- III. Add a new Program Analyst position for a total of two (2).
- IV. The Procurement and Compliance Officer position (2), was split into two positions. The new titles for the positions are Procurement and Contracts Officer (1), and Compliance Officer (1).
- V. The position formerly known as Outreach and Communications Coordinator has been renamed to "Community Relations Associate". This change reflects the completion of the outreach aspect of their role, emphasizing their ongoing focus as community liaisons. The title adjustment aligns with their continued responsibilities in serving as a bridge between the Program and the community.

- l. **Exhibit D** (Timelines and Performance Goals) of the Agreement is being replaced by an updated version, hereto incorporated by reference into the Agreement (**Attachment IV**) to modify the following:

- I. The staffing budget will change from \$2,074,508.80 to \$2,478,303.24, including Fringe Benefits.
- II. The Professional Services budget item has been decreased to \$810,000.00. After this amendment, only the Oversight and Monitoring Services, Legal Services, and Accounting items remained.
- III. The Other Operating Table, Overhead item has been increased by \$40,000.00. For a total Other Operating budget table of \$286,000.00.

IV. As a result of the acquisition of software and office furniture, the total Equipment budget table has been increased to \$280,000.00.

V. The total allocated budget has been decreased from **THREE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED EIGHT DOLLARS AND EIGHTY CENTS (\$3,975,508.80)** to **THREE MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED THREE DOLLARS AND TWENTY-FOUR CENTS (\$3,854,303.24)**.

m. **Exhibit E-II** (Certification of Funds) is being incorporated by reference into the Agreement to modify the original total budget allocation included in **Exhibit E**, and **Exhibit E-I** (Certification of Funds) (**Attachment V**).

n. **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) of the Agreement is being replaced by an updated version, hereto incorporated by reference into the Agreement (**Attachment VI**).

o. **Exhibit J** (Non-Conflict of Interest Certification) is being added and incorporated by reference into the Agreement (**Attachment VII**).

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT B** are included for convenience only and shall not limit or otherwise affect the terms of the Agreement, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this **AMENDMENT B**.

V. COMPTROLLER REGISTRY

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

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

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

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jun 27, 2024 17:40 EDT)
Name: William O. Rodríguez Rodríguez
Title: Secretary

**CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA
DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)
Subrecipient**

By: Marlese A. Sifre Rodríguez
Marlese A. Sifre Rodríguez (Jun 25, 2024 14:57 EDT)
Name: Marlese Sifre Rodríguez
Acting Mayor of the Municipality of Ponce
CONSUR
Member of the Board

By: Ángel L. Torres Ortiz
Ángel L. Torres Ortiz (Jun 26, 2024 18:37 EDT)
Name: Ángel Luis Torres Ortiz
Mayor of the Municipality of Yauco
CONSUR
Member of the Board

By: Ismael Rodríguez Ramos
Ismael Rodríguez Ramos (Jun 27, 2024 14:45 EDT)
Name: Ismael Rodríguez Ramos
Mayor of the Municipality of Guánica
CONSUR
Member of the Board

By: Jayson Martínez Maldonado
Jayson Martínez Maldonado (Jun 27, 2024 14:29 EDT)
Name: Jayson Martínez Maldonado
Mayor of the Municipality of Lajas
CONSUR
Member of the Board

By: Gregory Gonsález Souchet
Gregory Gonsález Souchet (Jun 27, 2024 14:29 EDT)
Name: Gregory Gonsález Souchet
Mayor of the Municipality of Peñuelas
CONSUR
Member of the Board

By: Raúl Rivera Rodríguez
Raúl Rivera Rodríguez (Jun 27, 2024 15:02 EDT)
Name: Raúl Rivera Rodríguez
Mayor of the Municipality of Guayanilla
CONSUR
Member of the Board



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EXHIBIT A

SCOPE OF WORK

HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3) – RESURGE

CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

I. Program Overview/Background

On December 28, 2019, an increase in seismicity started an earthquake sequence with an event of magnitude 4.7 that shook the population of Puerto Rico. On January 7, 2020, a 6.4 magnitude earthquake displaced thousands of Puerto Ricans from their homes and resulted in extensive damage to the Island's built environment, including individual homes and critical infrastructure. As a result of the continuous seismic activity on the Island, the Governor of Puerto Rico requested the President of the United States to declare an expedited major disaster. Following these events, on January 16, 2020, the President signed the major disaster declaration DR-4473-PR, which initially authorized assistance for emergency protective measures.

Moreover, Public Law 116-20 of June 6, 2019, appropriated \$2,431,000,000.00 through the Community Development Block Grant - Disaster Recovery (**CDBG-DR**) program. The funds were to be used to address specific infrastructure needs of select 2017 disasters, remaining unmet disaster recovery needs for disasters in 2018 and 2019, and provide any remaining funds to support mitigation activities for 2018 disasters. On January 2021, HUD published the Federal Register Notice Vol. 86 No. 3 (Wednesday, January 6, 2021), 86 FR 569, in which Puerto Rico was allocated a total of \$36,424,000.00. As per the Federal Register 86 FR 569, the Municipalities of Guánica, Yauco, Guayanilla, and Ponce were the HUD-identified Most Impacted and Distressed (**MID**) areas, and these were required to be given funding priority in the recovery from the disasters caused by the 2019-2020 seismic sequence. Additionally, as of May 11, 2020, HUD identified a total serious unmet need of \$29,748,906.00 for the housing sector in the MID area.

Up to this date, HUD has allocated \$221,050,000.00 in CDBG-DR funds to the Commonwealth of Puerto Rico in response to DR-4473-PR and DR-4560-PR, through the publication of the Federal Register, Vol. 86, No. 3, which included the municipalities of Peñuelas and Lajas, Wednesday, January 6, 2021, and the

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Federal Register, Vol. 87, No. 23, February 2, 2022. This allocation was made available through the Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20) and the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117-43).

Understanding the allocation requirements to prioritize housing, as well as the identified MID area's unmet needs, the Home Repair, Reconstruction, or Relocation Program (R3) incorporated ReSURge (the Program) to lead the efforts towards seismic rehabilitation within the six (6) municipalities under the **Consortio del Sur para Manejo y Administración de Fondos Federales para Daños por Terremotos de Enero 2020 (ConSur)**. The six municipalities are Guanica, Guayanilla, Lajas, Peñuelas, Ponce, and Yauco. According to the Scope of Work (**SOW**) detailed below, ReSURge will assist homeowners with repairing their damaged homes, rebuilding substantially damaged homes in-place, or relocating them away from high-risk areas. The reconstruction of substantially damaged homes gives displaced families the opportunity to safely return to their homes.

II. National Objective

All CDBG-DR-funded activities must meet at least one (1) of the three (3) HUD National Objectives defined in the authorizing statute of the CDBG Program at 104(b)(3) of the Housing and Community Development Act of 1974 (HCDA), as amended, 42 U.S.C. § 5305:

- Benefit to low- and moderate-income persons (LMI)
 - LMI Job Creation/Retention - 24 C.F.R. § 570.483 (b)(4);
 - LMI Area Benefit - 24 C.F.R. § 570.483(b)(1);
 - LMI Limited Clientele (microenterprises) - 24 C.F.R. § 570.483(b)(2);
- Urgent Need (UN) - 24 C.F.R. § 570.483(d)
- Prevention or Elimination of Slums or Blight (SB)

It is anticipated that Projects or Activities funded through the ReSURge Program will meet the **LMI National Objective**.

III. Program Description

ReSURge will assist eligible homeowners with the repairing or rebuilding substantially damaged homes.¹ If eligible, homeowners may also be relocated and assisted throughout the process. Homes become eligible for reconstruction when (I) the property estimated cost of repair exceeds \$60,000.00 as confirmed

¹ The assistance received is subject to compliance with the CDBG-DR Program Guidelines - Home Repair, Reconstruction, or Relocation Program (R3).

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through a program inspection, (II) the property is determined to be substantially damaged by an authority having jurisdiction, or (III) a feasibility inspection determines that reconstruction is required. Homes meeting this damage threshold will be reconstructed to include resilient measures in structural materials. In sum, eligible homeowners may be awarded up to \$60,000.00 for home repairs. The maximum award for reconstruction will be \$215,000.00.

However, as stated before, eligible homes that may not be rebuilt in place due to legal, engineering, or environmental constraints (permitting, extraordinary site conditions, etc.) will not be reconstructed. When this occurs, households may be eligible for relocation.

The ReSURge Program allows homes located in high-risk areas (as identified during the environmental review) with an estimated cost of repair greater than \$60,000.00 or 50% of the current assessed value of the home, whichever is less, to qualify for relocation. In these instances, as a condition of remaining in the Program, eligible homeowners will be offered relocation to a suitable home outside the floodplain or high-risk area using Program assistance. In addition, the ReSURge Program allows applicants, whose properties suffered damages for more than \$60,000.00, the option of accepting a relocation voucher instead of a reconstruction award.

The total allocation for ReSURge will be up to one hundred ninety-eight million, four hundred twenty-three thousand, nine hundred fifty-five dollars and eighty cents (**\$198,423,955.80**).² The aforementioned budget is distributed in six (6) set-asides, one for each of the Municipalities in the MID Area:

- Ponce: \$40,446,859.40
- Guayanilla: \$25,110,413.05
- Yauco: \$47,387,204.17
- Guánica: \$64,542,890.78
- Lajas: \$10,468,294.20
- Peñuelas: \$10,468,294.20

Key Activities

To implement the program objectives, key activities to be carried out by the **Consorcio del Sur para Manejo y Administración de Fondos Federales para Daños**

² HUD has allocated a \$221,050,000.80 CDBG-DR grant to Puerto Rico to assist in the recovery of the earthquakes that impacted the southern part of the Island in 2019 and their aftershocks in early 2020 and Tropical Storm Isaias (DR-4473-PR). From this total, \$210,581,705.80 were apportioned for the earthquake recovery, from which \$198,423,955.80 were allocated for the six municipalities under the ReSURge Program.

por Terremotos de Enero 2020 (ConSur), hereinafter, "SUBRECIPIENT", include but are not limited to:

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- Support and assist the PRDOH through the Application Intake Process and Eligibility Reviews.
- Assistance to Applicants throughout the Application Process.
- Ensure compliance with CDBG-DR Requirements, Recordkeeping, Reporting, and Monitoring.
- Oversee Construction Work and Construction Monitoring Services utilizing internal staff and/or contracted professional services.
- Support and assist the PRDOH in the implementation of the ReSURge Program as well as its Objectives, Performance, Compliance and Monitoring Standards and Procedures for all related Activities, in accordance with applicable Federal and Local Laws and Regulations.
- Support and assist the PRDOH in the establishment of preparedness and mitigation measures and development of best practices, for all ReSURge related Activities, in accordance with CDBG-DR, HUD, and other applicable Federal and Local Requirements, Rules and Regulations.
- Support and assist the PRDOH in the Development and Implementation of Quality Control and Quality Assurance Procedures.
- Support and assist the PRDOH in the implementation of Policies and Procedures related to the prohibition of Duplication of Benefits (DOB) and in the Auditing and Monitoring of Duplication of Benefits.
- Support and assist the PRDOH in all phases of the ReSURge allocation management process, which includes, but is not limited to, (i) assessing compliance of the financial management systems; (ii) ensuring responsible and accountable use of allocated funds; (iii) ensuring that ReSURge funds are not being commingled with non-CDBG-DR funds; (iv) ensuring transparent and authorized use of all funds allocated to ReSURge; (v) guarding against Fraud, Waste, and Abuse, and ineligible use of funds; (vi) ensuring that Performance is in Compliance with Grant Requirements; (vii) ensuring that all Key Performance Indicators (KPIs) are being properly monitored and addressed quickly and resolved effectively; (viii) assisting with the Management of the Project(s) Period of Performance Schedule(s); (ix) evaluating ongoing Status Reports, Final Reports and other deliverable products required under the applicable CDBG-DR Grant, and; (x) assisting in the ReSURge Program Close-Out Procedures.
- Support and assist the PRDOH in the ReSURge Grant Oversight, Management, supervision and compliance monitoring process and system that involves an ongoing process of planning, implementation, performance and communication follow-up. The Objectives for the

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programmatic/contractual oversight, management, supervision and compliance monitoring will be to: (i) determine and assure that vendors, contractors, and managers are carrying out their Projects, Programs and/or Scopes of Work or services as described in their respective contracts or agreements; (ii) determine and assure that those vendors, contractors, and managers comply with CDBG-DR, HUD, and other applicable Federal and Local Requirements, Rules and Regulations; (iii) determine and assure that the involved vendors, contractors, and managers are carrying out their Projects, Programs and/or Scopes of Work or Services on schedule or in a timely manner and within budget; (iv) determine if vendors, contractors, and managers are conducting their Projects, Programs and/or Scopes of Work or Services with adequate control over Program and Financial Performance and in a way that minimizes the opportunity for Fraud, Waste, and Abuse; (v) identify problem areas and assist vendors, contractors, and managers in applicable requirements, and; (vi) provide adequate follow-up measures in the form of Quality Improvement Plans and Corrective Actions to ensure performance and compliance deficiencies are corrected and not repeated.

- Support and assist the PRDOH in overseeing and coordinating the Grant Administration, as well as the Program's daily Activities and Tasks.
- Support and assist the PRDOH in the compliance with Procurement Regulations and Policies and in overseeing Procurement Processes to ensure the Award Processes are fair and meet applicable Rules and Regulations.
- Support and assist the PRDOH and Program Management Contractor(s) in the establishment of Claims, Appeals and Resolution Procedures for the Program. Subrecipient shall review and provide guidance and recommendations on claims.
- Subrecipient shall monitor, enforce and oversee work schedules for all ReSURge activities.
- Subrecipient shall complete all monitoring and oversee compliance related to all Program related Activities.

IV. Tasks

The SUBRECIPIENT will serve as the overall manager for the ReSURge Program under this Subrecipient Agreement ("**SRA**" or "**Agreement**") with the PRDOH. In this role, the SUBRECIPIENT will oversee, assist, and support all major aspects of the Program. In addition to the tasks included herein, the SUBRECIPIENT shall perform any other task necessary for the proper performance of the services under the

SRA that is in accordance with the tasks already assigned. Program Objectives, Key Activities and Tasks will be established in the PRDOH ReSurge Program Workflow and will be binding upon the parties. The PRDOH ReSurge Program Workflow may be amended from time to time and will operate under the terms and conditions of the SRA and its exhibits. Neither the original PRDOH ReSurge Program Workflow nor any subsequent changes to it will require an amendment to the SRA for it to be binding between the parties.

Task Number	Task
1.1	Office Configuration and Logistics
1.2	Project/Agreement Management
1.3	Document Control and Management
1.4	Outreach Activities
1.5	Accounting and Reporting
1.6	Application Intake and Eligibility Review
1.7	Project Design and Development Tasks
1.8	Program Closeout
1.9	Program-Based Reconsideration Requests

The PRDOH reserves the right to assume any of the following tasks, whenever the PRDOH determines that is necessary or convenient to the Program. If the PRDOH decides to assume any of the tasks in this Scope of Work, it shall be agreed by both parties and notified in writing. This will not represent an amendment to the SRA.

1.1 Office Configuration and Logistics

- 1.1.1 Set up offices and secure necessary equipment for these offices to function. Office spaces must be suitable for the services to be provided and provide required visitor amenities, such as on-site parking, restrooms, and comply with ADA accessibility requirements.
- 1.1.2 Secure or provide workspace items and materials, such as furnishings and equipment for the offices (including such items as computers, printers, office materials, etc.).
- 1.1.3 In coordination with the PRDOH, secure equipment and technologies required to support remote or virtual program operations (including items, such as laptop computers and Wi-Fi devices).

1.2 Project/Agreement Management

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- 1.2.1 Work closely with the PRDOH to ensure timely delivery of Program Activities, in accordance with the agreed-upon Program Schedule.
- 1.2.2 Ensure adequate staffing levels to support Program Activities funded in whole or in part by CDBG-DR, including human resources management.
- 1.2.3 Utilizing internal staff and/or contracted professional services, provide a dedicated Grant Management Team, to efficiently and effectively carry out Program Activities.
- 1.2.4 Manage stakeholder and related communications.
- 1.2.5 Manage Outreach Activities, including, but not limited to, those included in the Program Guidelines, and draft related materials as determined by the PRDOH (i.e. talking points, presentations, press releases, etc.).
- 1.2.6 Regularly communicate potential risks, issues, and statuses with the PRDOH as they arise.
- 1.2.7 Implement the Program in a compliant manner, per CDBG-DR Regulations, Policies, Procedures, and all applicable State, Local, and Federal Regulations.
- 1.2.8 Monitor and control team performance (including all staff and vendors under the SUBRECIPIENT's direct and indirect supervision) in accordance with established Performance Goals, Regulatory Compliance, and Quality Standards and recommend Corrective Action and/or Performance Plan for underperforming team members, subcontractors, vendors, or other staff.
- 1.2.9 Lead and review all Program Monitoring Activities to prepare and present Reports, Data, Documents, or other information as required by the PRDOH, HUD, the US Office of Inspector General (OIG), or other oversight entities.
- 1.2.10 Act as a point of contact between the PRDOH or its representative, applicant-entities, municipalities, and elected officials for all Program issues. Lead, coordinate, and facilitate all necessary high-profile, program-wide public presentations and meetings, applicant-entity meetings, and government or non-government stakeholders' meetings.
- 1.2.11 Maintain and control Project Plan, which includes clear

Critical Path, Task Dependencies, identified slack Resource Allocation (including human and other resources), and Activity Status.

- 1.2.12 Deliver staff listed in Exhibit C (**Key Personnel**) promptly to support Program Demands, which may increase, decrease, or change throughout the Program Life Cycle. Ensure sufficient staff is available at all times to support Program Operations in a timely and efficient manner.
- 1.2.13 Establish, communicate, and enforce standard, efficient, and streamlined Processes and Strategies to support delivery of Program Goals, Risk Management, Quality Assurance, Stakeholder Management, and Change Management; engage in total Quality Management Practices to regularly evaluate the effectiveness of established processes and implement change when needed. Processes may be subject to the PRDOH's review and approval.
- 1.2.14 The SUBRECIPIENT may carry out its obligations under the Agreement, via self-performed services, or via contracted professional services, either procured by the SUBRECIPIENT or by the PRDOH. The SUBRECIPIENT shall describe the Tasks, Goals, or Activities expected to be carried out by the contractors on its behalf. In the event of underperformance or noncompliance attributed to the contractors, the SUBRECIPIENT shall resume the performance of its Tasks, Goals, Activities, and Obligations. If underperformance or noncompliance is attributed to the PRDOH's procured professional services, the SUBRECIPIENT shall notify the PRDOH of such event. Corrective Action or even termination of the contracted professional services may proceed. Procurement of professional service contractors and performance goals required from these contractors must be submitted to the PRDOH and must be compliant with the rest of this Agreement.
- 1.2.15 The PRDOH and the SUBRECIPIENT will share responsibility for the management of the resources and contracted professional services procured by the PRDOH to assist the SUBRECIPIENT with the execution of any of the Tasks, Goals, or Activities related to the Program.

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- 1.2.16 Ingrain transparent, regular reporting to ensure stakeholders of all levels and importance remain informed and empowered to make decisions and report on issues such as, but not limited to, risks, Program progress, Milestones achieved, Performance issues, Program successes, compliance concerns, and Program demographics.
- 1.2.17 Maintain a complete understanding of all applicable Program Policies, Requirements, Procedures, and Guidelines; and shall possess knowledge of Regulatory and Statutory Compliance requirements for CDBG-DR and similar Programs/Projects. Ensure all Program Participants, including Applicant-entities, vendors, and stakeholders, are aware of all Policy changes.
- 1.2.18 Manage day-to-day operations, improve processes for quality and efficiency, and recommend policy changes.
- 1.2.19 Implement the Program in a compliant manner, per the Program Policies and Procedures and all applicable State and Federal Regulations. Follow monitoring Policies and Procedures as directed by the PRDOH.
- 1.2.20 Comply with the PRDOH directives that may arise during the Program implementation phase in order to meet Program progress Goals and Objectives.
- 1.2.21 Regularly communicate potential risks, issues, and statuses about the Program with the PRDOH.
- 1.2.22 Collaborate with the PRDOH by complying with information requests that aid to ensure that the media and the general public remain informed through media messages, community outreach, public relations, and public education efforts.
- 1.2.23 Coordinate with the PRDOH Information Technology (IT) services when technical system needs arise.
- 1.2.24 Oversee and assist Program Manager's Activities to ensure consistent and timely treatment of all Applicants and Applications and that all precautions necessary are taken to avoid delays in the processing of Applications.

1.3 Document Control and Management

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- 1.3.1 In accordance with HUD regulations, follow the records retention requirements as cited in 24 C.F.R. § 84.53, which includes: Financial Records, Supporting Documents, Statistical Records, and all other pertinent records. Support and assist the PRDOHs' CDBG-DR Recordkeeping Management & Accessibility Policy; records must be maintained for five (5) years after the Program/Grant closes. However, records may be maintained for a longer period, if applies, according to 2 C.F.R. § 200.333. All the Applicants' records and information will be kept in a recordkeeping system.
- 1.3.2 Coordinate with the PRDOH a clearly defined process for acquiring, organizing, storing, retrieving, and reporting on financial records and Project and Activity records.
- 1.3.3 Store, archive, and retrieve electronic images of all paper documents, applicant-related emails, correspondence, training material, policies and procedures, and other documents or materials as may be required. All the Applicants' records and information will be kept in a recordkeeping system.
- 1.3.4 Ensure all Project information and documentation is available at all times in the system of record.
- 1.3.5 Any systems, tools, or technology provided must meet Personal Identifiable Information (PII) requirements, as outlined in the Privacy Act of 1974, 5 U.S.C. § 552(a) (Privacy Act), 24 C.F.R. Part 5, and the PRDOHs' policy for protection of PII.
- 1.3.6 Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-DR grants. At a minimum, the following records are required:
 - 1.3.6.1 Records providing full description of each activity;
 - 1.3.6.2 Records verifying that Activity meets National and Grant Objectives;
 - 1.3.6.3 Records related to demonstrating eligibility of activities;
 - 1.3.6.4 Records required to document Activity related

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- 1.3.6.5 Records documenting compliance with Davis-Bacon Act, Work Hours, and Safety Standards Act, the Copeland "Anti-Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing and Urban Development Act of 1968, Fair Housing and Equal Opportunity requirement, as applicable;
- 1.3.6.6 Financial records and reports required by the Program; and
- 1.3.6.7 Records supporting any specific requirements of the Program or the CDBG-DR allocations.

- 1.3.7 Any other task necessary for the proper Document Control Management.

1.4 Program Implementation and Outreach

- 1.4.1 Develop and promote Outreach Activities in order to increase Applicant Engagement.
- 1.4.2 Support and assist the PRDOH in maintaining the overall Project Plan for the Program.
- 1.4.3 In coordination with the PRDOH, develop procedures and methods to allow the public to become aware of Program benefits, application process, required documentation, and eligibility criteria.
- 1.4.4 Implement Program Policies and Templates, in collaboration with the PRDOH, required for the implementation and administration of the Program (i.e. Program Guidelines, Standard Operating Procedures (SOP), Forms, Contracts, Correspondence, and Applications, etc., as applicable.
- 1.4.5 Conduct procurement and/or aid the PRDOH to perform procurements as needed. Every process of procurement of goods and services shall comply with Federal Procurement Rules and Regulations found in 2 CFR § 200.318 through § 200.327 or with the Municipal Code, whichever is more restrictive. Any inconsistency between the two, the 2 CFR regulations prevail.
- 1.4.6 Provide the PRDOH with required documentation and

information as specified in Federal Register Vol. 83, No. 28 (83 FR 5844) for posting on the PRDOH Disaster Recovery Websites (www.recuperacion.pr.gov / www.resurge.pr.gov). Provision of non-essential information (when requested) such as bulletins, newsletters, or marketing materials for publication on the PRDOH Disaster Recovery Website.

1.5 Accounting and Reporting

- 1.5.1 The SUBRECIPIENT shall adhere to the PRDOH's Financial Management Policies and Procedures as outlined in its Manual, the Program Guidelines, or Policies and Procedures for this Program, including but not limited to:
 - 1.5.1.1 Establish a separate bank account to receive payments from the PRDOH of HUD CDBG-DR funds that provide the funding for disbursement and subsequently disburse payments.
- 1.5.2 Account and reporting of uses of CDBG-DR funds, including but not limited to information on National Objectives met, beneficiary demographics, and Project completion status.
- 1.5.3 All the Applicants' records and information will be kept in a recordkeeping system.
- 1.5.4 Submit regular Monthly Progress Reports and *ad-hoc* reports, as necessary, to the PRDOH, in the form and with the content specified and required by the PRDOH, in the frequency or form determined by the PRDOH at the moment of request, given that enough time is provided to comply with the request.
- 1.5.5 The data requested to provide reports related to applications received for the Program will be in the recordkeeping system. The SUBRECIPIENT is responsible for informing the PRDOH of programming needs that prevent such reports from being provided in a requested time.
- 1.5.6 Support and assist the PRDOH in following and implementing Monitoring Policies and Procedures, as directed by the PRDOH.
- 1.5.7 Provide status reports on a regular basis to keep the PRDOH informed of progress.

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- 1.5.8 As requested, meet with the PRDOH to discuss the status of the program, applicant concerns, and any other issues that may have arisen during the administration of the assigned Program.
- 1.5.9 Provide the PRDOH with Project Progress Reports on demand, as well as access to the Project Management System for the PRDOH to monitor the Project.
- 1.5.10 Report on information that includes Project Activity deemed critical by the PRDOH.
- 1.5.11 Compile and review information necessary to prepare reports required under HUD regulations.
- 1.5.12 Account for and reconcile: (a) all federal funds requested and drawn from HUD and awarded to award recipients; (b) all funds returned by Applicants; and (c) all funds deposited by Applicants to reduce duplicative benefits potential award gap, and any other funds as applicable.
- 1.5.13 Reconcile with the PRDOH, on an established periodic basis, a complete inventory of all items furnished by the PRDOH or funded by the CDBG-DR grant, including items such as equipment, furniture, computers, phones, laptops, network printers, network equipment, etc., if applicable.
- 1.5.14 Review and submit recommendations for approval of CDBG-DR funding requests if needed.
- 1.5.15 Review requests for payment from Contractors for CDBG-DR awards. This will include review of all reimbursement of eligible costs as well as cost feasibility.

1.6 Quality Control/ Quality Assurance of Program Applications

- 1.6.1 In coordination with the PRDOH, implement procedures and methods to allow the public to become aware of the ReSURge Program benefits, application process, required documentation, and eligibility criteria.
- 1.6.2 Utilizing internal staff and/or contracted, oversee and monitor professional services (for example, Program Managers) and their performance in the Application Intake Process and the Eligibility Process.
- 1.6.3 In a joint effort between CONSUR, the PRDOH and the PM, oversee the Application Intake Process and the Eligibility

Review through Quality Control / Quality Assurance measures. Utilize internal staff and/or contracted professional services to review the following tasks and program workflow filters:³

- Preliminary Eligibility Determinations, including but not limited to:
 - Household composition and income verification
 - Property type evaluation and Ownership certification analysis;
 - Flood insurance coverage evaluation (when applicable, according to the Program Guidelines); and
 - Duplication of Benefits analysis (DOB), in accordance with Stafford Act (42 U.S.C. §5155), including but not limited to, acquiring documentation, reviewing benefits, and determining unmet needs.
- Income Annual Review
- Damage/Risk Assessment
- Project Intent Determination
- Applicant Property Appraisal
- Initial Scopes
- Final DOB Analysis
- Ownership Flips
- Feasibility Analysis
- Award Package
- Scope Changes
- Milestone Inspections
- Permit Closeout Packages
- Program Manager Invoices
- Construction Manager Invoices
- Title Search/Title Studies
- Relocation Property Appraisal
- Relocation Property HQS Inspections
- Relocation Property Tier 2 CEST Review
- Relocation Property Closing Event
- Applicant Property Closing Event

³ The damage assessments and appraisals are expected to undergo **QA/QC reviews** by the identified SUBRECIPIENT's internal personnel or a contracted professional service provider. A **QUALITY ASSURANCE (QA)** review implies a planned and systematic production process that provides confidence that the policy and procedures of the Program are being executed as planned. A **QUALITY CONTROL REVIEW (QC)** implies testing to ensure that the policy and procedures of the Program are being executed as planned.

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- Application Closeout

- 1.6.4 In coordination with the PRDOH and the PM, ensure that Applicants meet all eligibility criteria and do not fall within any of the ineligibility categories. All analyses made must be properly documented.
- 1.6.5 In coordination with the PRDOH, oversee and monitor Program Manager(s) services to ensure that all supporting documentation and information is included in the application file. Verify that Applicants have been notified if their Application is missing documentation.
- 1.6.6 Perform validation and determine pass or fail on each eligibility checklist item.
- 1.6.7 Ensure every application file is supported with enough comments and notes that all third parties reviewing files can understand the reason why checklist items were passed or failed and can follow the entire process from intake to final determination and closeout.
- 1.6.8 Ensure that all stated uses of funds are eligible.

1.7 Project Development Tasks

- 1.7.1 The SUBRECIPIENT, in coordination with the PRDOH, will monitor and oversee all necessary documentation related to proposed Projects for development under this Program. Proposed Projects documentation shall demonstrate compliance with all eligibility requirements established in the Program Guidelines and must be submitted as instructed by the PRDOH. Submitted documentation must comply with the CDBG-DR funds requirement, which can only be used on costs that are defined within the Program Guidelines and the Scope of the CDBG-DR Earthquake Allocation Action Plan. In this role, the SUBRECIPIENT will manage all major aspects of the Program. The SUBRECIPIENT must work closely and regularly with the PRDOH to identify and accomplish the tasks at hand. The SUBRECIPIENT may be required to coordinate with other firm(s), contracted by the PRDOH, which will be providing services for other CDBG-DR Programs.
- 1.7.2 The SUBRECIPIENT shall submit to the PRDOH a revised Organizational Structure Chart presenting each position,

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necessary to perform all tasks of this Agreement. The Organizational Structure Chart shall identify which positions will be provided by SUBRECIPIENT's employees and which positions will be provided through subcontracted professional services. The Organizational Chart must be submitted within **ten (10) business days** after the signing of the Agreement. For each professional service to be contracted, the SUBRECIPIENT shall submit to the PRDOH a plan for procurement of services including the following information: service description, schedule of request announcement, and estimated cost of the service. The SUBRECIPIENT shall submit to the PRDOH the request for authorization of key personnel that will perform services for the positions established in **Exhibit C** (Key Personnel) of this Agreement. The PRDOH will provide necessary forms to SUBRECIPIENT for authorization requests of employees. The PRDOH will not reimburse the SUBRECIPIENT for work performed by employees without an authorization before performing work. Any and all information concerning this matter will be documented in the recordkeeping system.

- 1.7.3 Support and oversee all Program construction related activities using internal staff and/or contracted professional services.
- 1.7.4 Utilizing internal staff and/or contracted professional services, the SUBRECIPIENT will actively manage and monitor the activities of the Construction Managers and will regularly review their responsiveness and performance.

1.8 Program Closeout

- 1.8.1 Ensure that all Program funding has been expended as stipulated in the terms of the Grant Agreement and suppliers have completed all tasks required by the Award to the Applicant.
- 1.8.2 Ensure that all payments for tasks performed as related to the Applicants and their Awards have been performed.
- 1.8.3 Ensure that all applicable PRDOH Quality Control Reviews have been completed.

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- 1.8.4 Ensure that all supporting documentation, information, and log of Applicant communications is included in the application file.
- 1.8.5 Ensure that the Applicant was able to obtain flood insurance, if applicable, after Program-funded activities are completed.
- 1.8.6 Ensure compliance with 2 C.F.R. 200 Subpart F, 24 C.F.R. § 570.509, CPD Closeout Notices, and PRDOH CDBG-DR Closeout Process, as may be applicable to the application.

1.9 Program-Based Reconsideration Requests

- 1.9.1 Assist Applicants when issuing formal complaints and Program-based reconsideration requests, in compliance with any Applicant Resolution Procedure established by the PRDOH.
- 1.9.2 Submit to the PRDOH complaints received and identified resolution or mitigating action.
- 1.9.3 Submit and comply with information requested by the PRDOH related to complaints or administrative reviews.

V. Time Performance

All Program activities, including closeout, must be concluded as per the term stated in the SRA.

VI. Budget

For details refer to **Exhibit D** of this SRA.

END OF DOCUMENT



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT II

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EXHIBIT B

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TIMELINES AND PERFORMANCE GOALS

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HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3) – ReSURge

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CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

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1. PROGRAM OBJECTIVE:

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The ReSURge Program focuses on the rehabilitation, reconstruction or relocation of substantially damaged homes due to the 2019 and 2020 earthquakes. Eligible homeowners may be awarded up to \$60,000.00 for home repair. Moreover, homes become eligible for reconstruction when the property estimated cost of repair exceeds \$60,000.00 as confirmed through a damage assessment and the property is determined to be substantially damaged by an authority having jurisdiction, or a feasibility inspection determines that reconstruction is required. The maximum award for reconstruction is \$215,000.00. If a reconstruction is not feasible, they have the option of a relocation.

Timelines and Performance Goals for ReSURge are outlined below, and the **CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)** required program management services tasks are outlined in **Exhibit A** (Scope of Work).

The tasks and timelines and performance goals contained herein with a description of start and end period shall be completed in accordance with identified performance and timing of goals described for each application, which requires completion of the task.

Applicant cooperation is needed for several application-specific tasks. If the task cannot be completed due to non-responsiveness, non-cooperation, withdrawal, or other Applicant-initiated or Applicant-created barriers, the barrier shall be adequately documented in the recordkeeping system to demonstrate why completion of the task was not possible or not possible within established timeframes.

In accordance with Program Guidelines and this Agreement, PRDOH will perform monitoring and oversight functions of CONSUR's performance in carrying out the tasks contained in this **Exhibit B**, as necessary.

2. TERMS:

- **Key Objective** – The major objectives the Program wants to achieve
- **Key Activity** – The activities necessary to carry out the Objective.
- **Indicator** – The quantitative method used to demonstrate that the Key Activities have been performed.
- **Source of Verification** – The documentation used to verify that the Indicators have been met, and thus the activities are complete.
- **Target** – The goal for each of the Indicators.
- **Timeline**- The expected completion date or timeframe. The Subrecipient shall perform these tasks in the order, matter and form established by PRDOH as authorized by PRDOH.

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3. TIMELINES & PERFORMANCE GOALS

KEY Objective #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
To provide grants to Eligible Applicants through the performance period of the Agreement.	1.1 Office Configuration and Logistics	RFP, Needs assessment, procurement process, inspection of rental spaces	Number of rental spaces visited, Rental contract, purchase receipts, passed inspection certification	<ul style="list-style-type: none"> A fully prepared staff to implement the program efficient and effectively. 	Thirty (30) days
	1.2 Project / Agreement Management	Needs assessment, RFP, staffing plan, job offer publication, implementation plan, compliance plan, number of community visits, number of community meetings,	Contracts, meeting minutes, assistance sheet, monthly reports, Organizational Chart, training certifications	<ul style="list-style-type: none"> A highly qualified staff to meet the program's needs. 100% compliance. Efficient communication between parties. One (1) PRDOH approved Compliance Plan One (1) PRDOH approved Implementation Plan 	Sixty (60) days
	1.3 Document Control and Management	Finance software, compliance plan, record keeping strategy	Software specifications and compatibility, monthly reports	<ul style="list-style-type: none"> Efficient and effective record keeping. Efficient and effective data sharing. 	Start in Quarter 2, 2023 ongoing until program closeout.
	1.4 Program Implementation and Outreach	Outreach plan, number of community visits, number of community meetings, implementation plan, RFP for the contractor	Meeting minutes, assistance sheet, data gathered, contracts, monthly reports	<ul style="list-style-type: none"> One (1) PRDOH approved Outreach Plan. 	Start and finish: Quarter 4, 2023
				<ul style="list-style-type: none"> 100% of community meetings and visits as established in the Outreach Plan. 	Start: Quarter 4, 2023 End: Quarter 1, 2024

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	1.5 Accounting and Reporting	Invoice software, bank account, system of records, compliance plan	Account information, software specifics and compatibility, monthly reports and invoices	<ul style="list-style-type: none"> • Ensure an efficient financial and reporting system. 	Starts in Quarter 2, 2023 until program closeout.
	1.6 Application Intake and Eligibility Review QA/QC and Oversight	Outreach plan and strategies, number of community visits, number of community meetings, number of applications received, Applicant form, percentage of support provided to applicants.	Meeting minutes, assistance sheets, data gathered, applications list, applications approved, completed applicant forms	<ul style="list-style-type: none"> • 100% of community meetings and visits as established in the Outreach Plan. • List of applications. • Report of support provided to applicants. 	Start: Quarter 1, 2024 End: Quarter 2, 2025
	1.7 Project Implementation and Development Tasks QA/QC and Oversight	Number of cases, construction plans, construction and post-construction inspections, applicant profile, design adjustment in accordance with applicant's needs, compliance with local codes and laws.	Site analysis and environmental review results, inspection reports, list of cases, construction plans, monthly reports.	<ul style="list-style-type: none"> • Complete and compliant construction plans. • Report of the profile of the applicants. • Compliance with local laws and codes. 	Start: Quarter 4, 2023 End: Quarter 3, 2025
	1.8 Program Closeout	Percent (%) of awards monitored; and number of annual report expenditures documented	Monthly reports, number of applications processed, number of grant agreements signed, number of funds	<ul style="list-style-type: none"> • Begin closeout task after all funds have been expended, expenditures have been documented as compliant and a HUD national objective has been recorded. 	Throughout the life and until the end of the Agreement.

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			disbursed.	<ul style="list-style-type: none"> • Complete application closeouts in compliance with PRDOH requirements. • Perform final quality control review and collection of any outstanding documents and/or information required to ensure application file is complete prior to marking the case as closed. <p>The application closeout process ends when the application file is marked closed, and the Applicant is notified in writing that their application has been closed.</p>	
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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT III

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EXHIBIT C

KEY PERSONNEL

HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3) – RESURGE

CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

Below is the Staffing Plan for the CDBG-DR ReSURge Program, which reflects a combination of existing employees or new hired employees dedicated for the CDBG-DR Program.

Note that the CONSUR is not required to hire or assign all the staffing positions listed in this document. The CONSUR must review and analyze its budget and staffing needs in order to decide what personnel will be required to fulfill the requirements of the Program.

I. Roles

<u>Municipal Administrative Staff:</u>	<i>Indicate with an "X" which Staff positions will be used for the Program</i>
Executive Director	X
Deputy Executive Director	X
Procurement and Contracts Officer	X
Compliance Officer	X
Administrative and Financial Officer	X
Community Relations Associate (6)	X
Program Specialist (4)	X
Program Analyst (2)	X

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Role	Description
Executive Director	Must ensure that the CONSUR is in full compliance with all HUD and PRDOH requirements, including administrative, financial, programmatic 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 ReSURge Program. Must ensure compliance with applicable local and federal rules, laws, and regulations. Must be knowledgeable of program requirements and cross-cutting Federal requirements. Responsible for overseeing and coordinating with compliance and finance managers, Project Managers, Construction Managers and professional services contracted by CONSUR and/or PRDOH. Must ensure transparency to the public regarding planned and actual use of funds.
Deputy Executive Director	Overall Oversight: Project Managers, Construction Managers Provide guidance on tracking and categorizing costs. Ensure annual audits are conducted and submitted. Distribute periodic status reports. Support and assist PRDOH in the compliance of all forms and procedures and QPR reporting. Support and assist in the program's closeout process. Ensure compliance with applicable labor laws, Section 3, and conflict of interest disclosures. Develop a public engagement approach. Develop and maintain content for public facing website including summarizing recovery program status. Facilitate citizen outreach and engagement. Create a system for maintaining all documents and information related to the Program. Comply with processes, and application forms for implementing the Program. Manage and implement program activities according to agreed-upon procedures. Submit information for Quarterly Progress Reports.

Role	Description
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Compliance Officer	<p>Monitors all CONSUR operational processes and procedures following the SRA and Program Regulations established by PRDOH and HUD, to ensure that the program complies with all legal regulations and ethical standards.</p>
Administrative and Financial Officer	<p>Responsible for the efficient management and coordination of financial services for the ReSURge program, including adherence to uniform financial standards found in 2 CFR § 200, program expense control and analysis, and budget preparation and analysis. Must ensure that the CONSUR is in full compliance with all HUD and PRDOH requirements related to financial responsibilities, timeliness of expenditures, and grant financial reporting requirements.</p> <p>Perform necessary tasks related to the efficient management and coordination of financial services for the program and ensuring that the CONSUR is in full compliance with all HUD and PRDOH requirements related to financial responsibilities, timeliness of expenditures and grant financial reporting requirements.</p>
Community Relations Associate	<p>Responsible for coordination and communication between the CONSUR, its citizens and the PRDOH. Must ensure compliance with Puerto Rico, PRDOH and HUD requirements related to communications protocols and standards.</p>
Program Specialist	<p>Responsible for performing various program matters within CONSUR and assist Executives and Officers in their functions and routine administrative tasks.</p> <p>Part of their responsibilities include implementing program policies, researching and coordination of resources, communications between stakeholders and compliance with management and reporting.</p>

Role	Description
<u>MASR</u> MASR	Organizing, and maintaining written and electronic files, or other coordination and communication as necessary.
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EXHIBIT D – SECTION 1

BUDGET

HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3) – ReSURge

CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

Description of services

The Puerto Rico Department of Housing (PRDOH) has allocated funding for staff time and equipment or software to support Program Delivery Activities, Management, and leadership to CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (**CONSUR**), to work with the Municipalities of Guánica, Guayanilla, Lajas, Peñuelas, Ponce, and Yauco and assist affected homeowners.

CONSUR will support and assist the PRDOH in overseeing all related activities regarding the ReSURge Program, including program and construction management firm(s) that will undertake the management, design, and construction activities.

Key deliverables and tasks include:

1. Outreach and Public Engagement
2. Analysis of Existing Conditions
3. Construction and Building Inspection
4. Design Oversight
5. Data Analysis
6. Plan Development
7. Implementation Plan Development
8. Overall Grant Management
9. Finance, Invoicing, and Contract Management
10. Procurement
11. Reporting

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A combination of CONSUR staff and/or procured professional services may be utilized in the successful completion of Key Deliverables and the execution of required tasks. If utilized, in addition to programmatic tasks, vendors will also work with CONSUR staff to build key skill sets associated with coordination, oversight, and management of planning efforts. Reimbursement will be provided for reasonable costs associated with specific planning and grant management activities within the following budget categories:

1. Staff
2. Professional Services
3. Operational Costs
4. Equipment

Grant Management Activities for Repair, Reconstruction, and Relocation will include, but are not limited to, the following as described in **Exhibit A (Scope of Work)** and **Exhibit B (Timeline and Performance Goals)**:

1. Activities necessary for the monitoring, evaluation, and oversight of vendor activities and deliverables.

1. Total Allocation and Authorized Budget

The PRDOH designated to the Subrecipient a total allocation amount of **\$3,854,303.24** for the ReSURge Program.

2. Distribution of Authorized Maximum Budget

The maximum budget amount shall be distributed as follows:

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STAFFING

Position	Total Hours per Month [A]	Hourly Rate [B]	Number of Months Needed [C]	Avg. Cost per month E = [A] x [B]	Expected Cost for Program E=[A]x[B]x[C]
Administrative Staff					
Executive Director	112	\$85.00	31	\$9,520.00	\$295,120.00
Deputy Executive Director	112	\$67.00	31	\$7,504.00	\$232,624.00
Compliance Officer	112	\$40.00	31	\$4,480.00	\$138,880.00
Procurement and Contracts Officer	112	\$40.00	31	\$4,480.00	\$138,880.00
Administrative and Financial Officer	112	\$40.00	31	\$4,480.00	\$138,880.00
Program Specialist I	140	\$22.00	16	\$3,080.00	\$102,905.00
	162.5	\$22.00	15	\$3,575.00	
Program Specialist II	140	\$22.00	16	\$3,080.00	\$102,905.00
	162.5	\$22.00	15	\$3,575.00	
Program Specialist III	140	\$22.00	16	\$3,080.00	\$102,905.00
	162.5	\$22.00	15	\$3,575.00	
*Program Specialist IV	162.5	\$22.00	15	\$3,575.00	\$53,625.00
*Program Analyst I	162.5	\$25.00	15	\$4,062.50	\$60,937.50
*Program Analyst II	162.5	\$25.00	15	\$4,062.50	\$60,937.50
Community Relations Associate I	140	\$15.00	16	\$2,100.00	\$70,162.50
	162.5	\$15.00	15	\$2,437.50	
Community Relations Associate II	140	\$15.00	16	\$2,100.00	\$70,162.50
	162.5	\$15.00	15	\$2,437.50	
Community Relations Associate III	140	\$15.00	16	\$2,100.00	\$70,162.50
	162.5	\$15.00	15	\$2,437.50	
Community Relations Associate IV	140	\$15.00	16	\$2,100.00	\$70,162.50
	162.5	\$15.00	15	\$2,437.50	
Community Relations Associate V	140	\$15.00	16	\$2,100.00	\$70,162.50
	162.5	\$15.00	15	\$2,437.50	
Community Relations Associate VI	140	\$15.00	16	\$2,100.00	\$70,162.50
	162.5	\$15.00	15	\$2,437.50	
Subtotal					\$1,849,574.00

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Fringe Benefits	
General benefits (20% estimate)	\$369,914.80
Christmas bonus based on a \$1,000 per year per employee	\$45,000.00
Medical insurance based on a \$200.00 per month per employee	\$95,800.00
Subtotal	\$2,360,288.80
Contingency for Hard-to-Recruit Positions; Overtime, Vacation, Sick, and Maternity Leave	\$118,014.44
Total Maximum resources Cost:	\$2,478,303.24

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Oversight and Monitoring Services	Architectural / engineering services for monitoring program related activities.	\$500,000.00
Legal Services	Contracts, Claims, eligibility appeals,	\$155,000.00
Accounting	Financial operations, compliance, single audits	\$155,000.00
Total Budget for Services to be Contracted:		\$810,000.00

OTHER OPERATING

Item Name	Item Description	Budget
Rentals	Rental of facilities or equipment for short term use related to activities necessary to carry out the tasks and activities described in this Agreement. Utilities	\$108,500.00
Media	Media, printing, promotions, or outreach.	\$31,000.00
Travel and Mileage	Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the Program.	\$46,500.00
Overhead	Operating and overhead are those costs that are part of the normal functioning of the office, and which provide benefits to multiple programs/awards.	\$100,000.00
Total Expenses Budget:		\$286,000.00

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EQUIPMENT

Item Name	Item Description	Budget
Software	Acquisition of Software applications, programs that run on a device, as the variable part of the computer and hardware.	\$200,000.00
Computer Equipment	Acquisition of office equipment: computers, and accessories.	\$50,000.00
Office Equipment	Acquisition of office equipment: Office furniture.	\$30,000.00
Total Expenses Budget:		\$280,000.00

PROJECT ACTIVITY DELIVERY COSTS		
STAFFING	Hourly rates, salaries, and benefits	\$2,478,303.24
PROFESSIONAL SERVICES	Allowance for Specialized Rehabilitation and Reconstruction Services	\$810,000.00
OTHER OPERATING	Operational costs associated with delivery and implementation activities	\$286,000.00
EQUIPMENT	Software, computers, office equipment, etc.	\$280,000.00
GRAND TOTAL		\$3,854,303.24

The 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, the 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 the PRDOH may determine.

The PRDOH has initially identified key positions that each team must provide following the organizational structure of resources as presented in the next figure.

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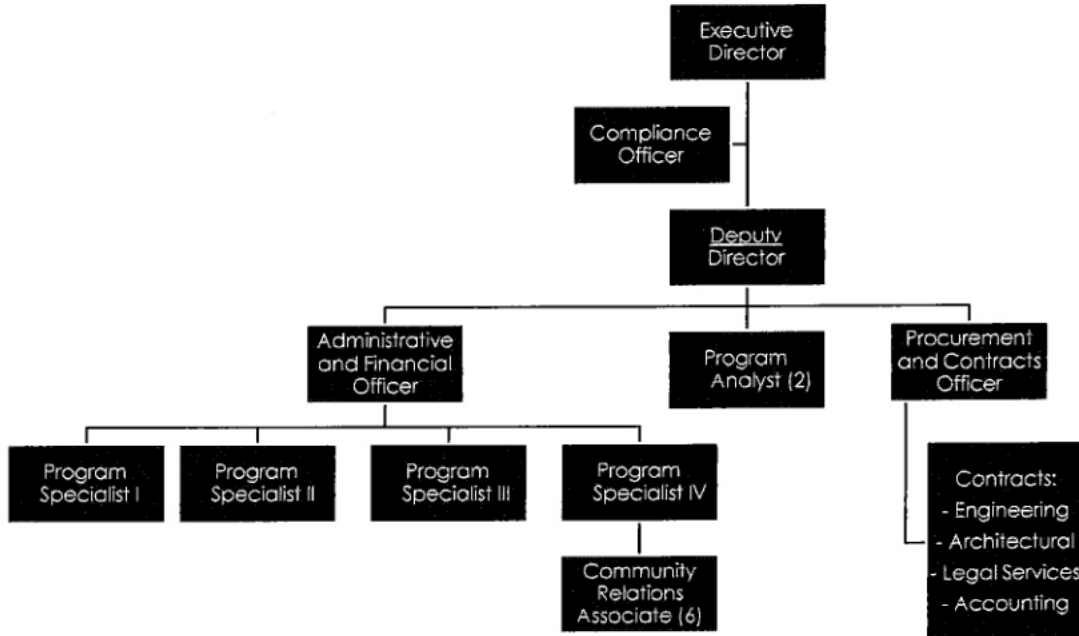
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BUDGET RE-DISTRIBUTION

- 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.
- 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.
- 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 V Exhibit E-II

Contract Code: 3689-b

Type: Change Order A_V2

Original Registered Code: 2023-DR0023

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: Consorcio del Sur (CONSUR)
Source of Funds: 14.228 CDBG Funds
For: Amendment to 2023-DR0023 (ReSURge Program)
Amount: -\$121,205.56

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

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-19-DF-72-0001	Consur Properties	eqh03hrr-gnc-lmi	H - Equipment (Sub recipient)	6090-01-000	\$53,551.86
B-19-DF-72-0001	Consur Properties	eqh03hrr-gnc-lmi	H - Indirect Cost	6090-01-000	\$6,162.71
B-19-DF-72-0001	Consur Properties	eqh03hrr-gnc-lmi	H - Other Operating (Not ICR)	6090-01-000	-\$15,989.19
B-19-DF-72-0001	Consur Properties	eqh03hrr-gnc-lmi	H - Professional Services	6090-01-000	-\$429,001.56
B-19-DF-72-0001	Consur Properties	eqh03hrr-gnc-lmi	H - Staff / Personnel (Sub-recipient)	6090-01-000	-\$38,279.49
B-19-DF-72-0001	Consur Properties	eqh03hrr-gyl-lmi	H - Equipment (Sub recipient)	6090-01-000	\$23,068.72
B-19-DF-72-0001	Consur Properties	eqh03hrr-gyl-lmi	H - Indirect Cost	6090-01-000	\$5,734.48
B-19-DF-72-0001	Consur Properties	eqh03hrr-gyl-lmi	H - Other Operating (Not ICR)	6090-01-000	\$1,214.16
B-19-DF-72-0001	Consur Properties	eqh03hrr-gyl-lmi	H - Professional Services	6090-01-000	-\$82,164.88
B-19-DF-72-0001	Consur Properties	eqh03hrr-gyl-lmi	H - Staff / Personnel (Sub-recipient)	6090-01-000	\$65,520.61
B-19-DF-72-0001	Consur Properties	eqh03hrr-pon-lmi	H - Equipment (Sub recipient)	6090-01-000	\$38,059.70
B-19-DF-72-0001	Consur Properties	eqh03hrr-pon-lmi	H - Indirect Cost	6090-01-000	\$13,128.20
B-19-DF-72-0001	Consur Properties	eqh03hrr-pon-lmi	H - Other Operating (Not ICR)	6090-01-000	\$11,652.47
B-19-DF-72-0001	Consur Properties	eqh03hrr-pon-lmi	H - Professional Services	6090-01-000	-\$13,329.33
B-19-DF-72-0001	Consur Properties	eqh03hrr-pon-lmi	H - Staff / Personnel (Sub-recipient)	6090-01-000	\$46,185.72

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

MASR	B-19-DF-72-0001	Consur Properties	eqh03hrr-yau-lmi	H - Equipment (Sub recipient)	6090-01-000	\$39,598.64
	B-19-DF-72-0001	Consur Properties	eqh03hrr-yau-lmi	H - Indirect Cost	6090-01-000	\$5,574.69
	B-19-DF-72-0001	Consur Properties	eqh03hrr-yau-lmi	H - Other Operating (Not ICR)	6090-01-000	-\$9,145.84
JMM	B-19-DF-72-0001	Consur Properties	eqh03hrr-yau-lmi	H - Professional Services	6090-01-000	-\$283,306.18
	B-19-DF-72-0001	Consur Properties	eqh03hrr-yau-lmi	H - Staff / Personnel (Sub-recipient)	6090-01-000	-\$1,205.16
alto	B-19-DF-72-0001	Consur Properties	eqp02ppi-doh-na	P - Equipment (Sub-recipient)	6090-01-000	-\$178.93
	B-19-DF-72-0001	Consur Properties	eqp02ppi-doh-na	P - Indirect Cost	6090-01-000	-\$300.00
GGS	B-19-DF-72-0001	Consur Properties	eqp02ppi-doh-na	P - Other Operating (Subrecipient)	6090-01-000	-\$681.60
	B-19-DF-72-0001	Consur Properties	eqp02ppi-doh-na	P - Professional Services (Subrecipient)	6090-01-000	-\$7,878.06
OA	B-19-DF-72-0001	Consur Properties	eqp02ppi-doh-na	P - Salaries Sub-recipients	6090-01-000	-\$7,312.34
RRR	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrlajlm	H - Equipment (Sub recipient)	6090-01-000	\$10,450.00
WRR	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrlajlm	H - Indirect Cost	6090-01-000	\$4,849.95
	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrlajlm	H - Other Operating (Not ICR)	6090-01-000	\$6,475.00
	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrlajlm	H - Professional Services	6090-01-000	\$37,840.00
	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrlajlm	H - Staff / Personnel (Sub-recipient)	6090-01-000	\$89,655.72
	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrpenlm	H - Equipment (Sub recipient)	6090-01-000	\$10,450.00
	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrpenlm	H - Indirect Cost	6090-01-000	\$4,849.96
	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrpenlm	H - Other Operating (Not ICR)	6090-01-000	\$6,475.00
	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrpenlm	H - Professional Services	6090-01-000	\$37,840.00
	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrpenlm	H - Staff / Personnel (Sub-recipient)	6090-01-000	\$89,655.72
	B-21-DZ-72-0001	Consur Properties	r02eqh03hrrponlm	H - Staff / Personnel (Sub-recipient)	6090-01-000	\$159,573.69
						<u>-\$121,205.56</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 - 06/12/2024
Electronic Approval
Budget Manager

Nilda Baez Signed Date - 06/12/2024
Electronic Approval
Finance Director

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

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EXHIBIT F

HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PRDOH REQUIREMENTS PROGRAM (R3) - ReSURge CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

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.

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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, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to

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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.

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

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

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.

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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.

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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:

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- 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.

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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

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57. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

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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-theo-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

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

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has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her), 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.

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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 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



EXHIBIT J

NON-CONFLICT OF INTEREST CERTIFICATION

PROGRAM (R-3) - RESURGE

**CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE
FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE
ENERO 2020 (CONSUR)**

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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.

SIGNATURES ON THE FOLLOWING PAGE.

Amendment B to the Subrecipient Agreement
Between PRDOH and the CONSUR
for the ReSURge Program under CDBG-DR
Exhibit J – Non-Conflict of Interest Certification

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

By: Marlese A. Sifre Rodríguez
Marlese A. Sifre Rodríguez (Jun 25, 2024 14:57 EDT)

Name: Marlese Sifre Rodríguez
Acting Mayor of the Municipality of
Ponce
CONSUR
Member of the Board

By: Jayson Martínez Maldonado

Name: Jayson Martínez Maldonado
Mayor of the Municipality of Lajas
CONSUR
Member of the Board

By: Ángel Luis Torres Ortiz
Ángel L. Torres Ortiz (Jun 26, 2024 18:37 EDT)

Name: Ángel Luis Torres Ortiz
Mayor of the Municipality of Yauco
CONSUR
Member of the Board

By: Gregory Gonsález Souchet
Gregory Gonsález Souchet (Jun 27, 2024 14:29 EDT)

Name: Gregory Gonsález Souchet
Mayor of the Municipality of Peñuelas
CONSUR
Member of the Board

By: Ismael Rodríguez Ramos
Oficina Alcalde (Jun 27, 2024 14:45 EDT)

Name: Ismael Rodríguez Ramos
Mayor of the Municipality of Guánica
CONSUR
Member of the Board

By: Raúl Rivera Rodríguez
Raul Rivera Rodriguez (Jun 27, 2024 15:02 EDT)

Name: Raúl Rivera Rodríguez
Mayor of the Municipality of Guayanilla
CONSUR
Member of the Board

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