FEMA DISASTERS EM-3384, DR-4336, DR-4339 SUBAWARD AGREEMENT BETWEEN GOVERNMENT OF PUERTO RICO, CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY (COR3) AND SUBRECIPIENT

THIS SUBAWARD AGREEMENT (consisting of these terms and conditions, modifications, and attachments), (the Agreement), is made and entered into on the ____ of _____ 2021, by the parties identified above.

The Government of Puerto Rico (the Government), through the Central Office of Recovery, Reconstruction, and Resiliency, hereinafter referred to as COR^3 or the Recipient, has applied for and received Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS) awards under the following Public Assistance Program Grants for Repair and Replacement of Disaster Damaged Facilities, Disaster Grants – Public Assistance (presidentially Declared Disasters), CFDA Number 97.036:

Federal Awards Identification Name	**Federal Awards Identification Number**
Puerto Rico Hurricane Irma (EM-3384)	3384EMPRP00000001
Puerto Rico Hurricane Irma (DR-4336)	4336DRPRP00000001
Puerto Rico Hurricane Maria (DR-4339)	4339DRPRP00000001

These awards were issued under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, in accordance with 44 CFR § 206.44.

ICAR Arquidiócesis de San Juan DBA Catedral Metropolitana 127-U5HC9-00, herein referred to as the Subrecipient, has incurred damages as a result of one or more of the above awards further described in: i) the FEMA Project Worksheets entered into as of March 15, 2021, listed in Attachment 3: List of PWs, ii) any Attachment 2 - PW Subaward or Subaward Modification for each FEMA Project Worksheet Version issued after March 15, 2021, and iii) an amended Attachment 3: List of PW Modifications which are incorporated by Reference into this Agreement for each disaster, and seeks Federal assistance for its disaster related costs.

Parties to this Agreement may be defined in applicable rules, regulations, and Federal awarding agency guidance (e.g. 2 CFR § 200, FEMA Public Assistance Program and Policy Guide) as follows:

1) The terms "Recipient" and "pass-through" entity have the same meaning as "Grantee."
2) A Recipient is also a "non-federal entity" and a "pass-through entity" for grants administration purposes.
3) A Subrecipient is also known as a "SubGrantee" and as an "Applicant."
4) A Subrecipient is also a "non-federal entity" for grants administration purposes.
5) The "Grant" referred to in this agreement is a subgrant (subaward) to the Subrecipient passed thru from COR^3 to the Subrecipient.

NOW, THERFORE, it is agreed between the parties hereto that;

1) **FEDERAL ASSISTANCE.** Federal assistance, except for assistance under the Hazard Mitigation Grant Program, is limited to activities necessary to alleviate damage, loss, hardship, or Federal assistance under the Stafford Act and this Agreement is limited to those areas and programs designated by the President or FEMA in the Federal Register Notices for this major disaster or federal awards

previously identified.

2) **ASSIGNMENT.** The Subrecipient may not assign or transfer any interest in any subaward issued under this Agreement without the express, prior written consent of COR^3, and the United States Department of Homeland Security, (DHS)/FEMA.

3) **CERTIFYING OFFICIAL AND CONTACT PERSON.** The Subrecipient's Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these terms and conditions and to submit changes of behalf of the Subrecipient.

Certifying Official Information

The Subrecipient's Certifying Official is:
Name: Mons. Alberto A. Figueroa Morales
Postal Address: PO Box 9021967, San Juan, PR 00902-1967
Email Address: albertofigueroamorales@gmail.com
Telephone Number: 787-727-7373

Contact Information

The Subrecipient's Contact person is:
Name: Mons. Alberto Figueroa Morales
Postal Address: PO Box 9021967, San Juan, PR 00902-1967
Email Address: albertofigueroamorales@gmail.com
Telephone Number: 787-727-7373

4) **COR³ AWARDING OFFICIAL.**

COR³'s Awarding Official is:

_____
Executive Director/ PR GAR or
Deputy Director / PR AGAR
Central Office of Recovery, Reconstruction, and Resiliency
Governor's Authorized Representative
PO Box 42001
San Juan, PR 00940-2001
Email:

5) **STANDARD OF PERFORMANCE.** Subrecipient shall perform all activities as approved by COR³. Any change to a project shall receive prior written approval by FEMA and/or COR³, if required. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

   a) Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   b) Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   c) Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   d) Environmental Review Certification, hereinafter referred to as "Exhibit D"
   e) Additional Grant Conditions, hereinafter referred to as "Exhibit E"
   f) Additional Grant Certifications, hereinafter referred to as "Exhibit F"

6) **FAILURE TO PERFORM**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to COR³ for an amount not to exceed the amount paid to the Subrecipient under this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the Government or the COR³ until repayment to COR³ is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by the Government.

7) **FUNDING OBLIGATIONS.** COR³ shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

   a) Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by COR³ under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
   b) Subrecipient shall be responsible for the match funds for each subaward covered under this

Agreement.

c) Subrecipient shall refund to COR^3 any sum of these Grant funds that has been determined by COR^3 or DHS/FEMA to be an overpayment to Subrecipient or that COR^3 or DHS/FEMA determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state, or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to COR^3 within thirty (30) calendar days after COR^3 requests such refund. COR^3 may grant a repayment extension upon written request if sufficient justification, acceptable to COR^3, is provided.

d) When COR^3 or FEMA identifies an overpayment, subject to the exhaustion of appeals, FEMA will deobligate the funds and the Subrecipient will have thirty (30) calendar days to reimburse COR^3. COR^3 may grant a repayment extension upon request if sufficient justification, acceptable to COR3, is provided.

e) At any time during the lifecycle of the subaward, FEMA may adjust the amounts available to the Subrecipient due to subaward amendments, partial or full grant terminations, closeouts, or other reasons.

8) **PERFORMANCE PERIOD.**

a) The time allowed for the performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.

b) The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.

c) All projects shall be completed within the performance period and all reimbursement requests shall be submitted to COR^3 within 60 days of the end of the performance period.

d) Subrecipient shall have expended all subaward funds and submitted reimbursement requests, invoices and any supporting documentation to COR^3 within 60 days of the end of the performance period, unless COR^3 or FEMA, as applicable, authorizes an extension. COR^3 shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

9) **PROJECT WORKSHEETS.** All scopes of work and costs approved as a result of this Agreement, whether as estimates or final costs approved through subawards, FEMA Form 90-91 (Project Worksheet or PW), or otherwise, will incorporate by reference the terms of this Agreement and must comply with applicable laws, regulations, policy and guidance. Each Project Worksheet and related amendments (Versions) subsequently approved by FEMA:

a) Is considered a subaward to the grant award agreement between FEMA and COR^3;

b) Will contain the damage description and dimensions, scope of work, and project costs that are eligible under this Agreement for each of the Subrecipient's disaster impacted facilities;

c) Will be transmitted to the Subrecipient and will document the total eligible costs, the total federal share of those costs, and other applicable requirements of 2 CFR § 200.331. Additionally, the total amount of federal funds obligated to the Subrecipient for each subaward covered under this Agreement is published on the Transparency Portal and can be accessed at https://www.recovery.pr/financial-analysis#table-view; and

d) May obligate or deobligate funding, thereby amending the total funding for the project. These actions will be denoted in the final version of the obligated Project Worksheet for each project.

10) **PROJECT WORKSHEET MODIFICATIONS.** Modification to this Agreement will contain:

a) Modifications to any Project Worksheet to be funded under this Agreement may be requested by the Subrecipient through COR^3. The approval of any such modifications, however, is at the sole discretion of FEMA.

b) Any approved modification to a Project Worksheet must be noted in a new Project Worksheet version for the project.

c) Amount of Federal Funds Obligated by that action to the Subrecipient;

d) Total amount of Federal funds obligated;

e) Total amount of Federal funds committed;

f) Special conditions (if any) permitted by Title 2 200.205 to mitigate the risks posed by the Subrecipient that COR^3 may apply prior to the issuance of the subaward or at any point during the period of performance of the subaward;

11) **GOVERNING LAWS AND REGULATIONS.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable Federal, state, and local laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:

a) Carta Circular Número 2021-003 of the General Services Administration for Special Procurement Procedure in Situations of Emergencies or Disasters

b) Public Law 93-288, as amended (Stafford Act), Title 44 of the Code of Federal Regulations (CFR) (Emergency Management and Assistance) and its implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR), and FEMA policy guidance.

c) Title 2 of the CFR §3002 (implementing Title 2 CFR §200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)), and

d) The OHS Standard Terms and Conditions for grants in effect on the date this event was declared, available at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions which are hereby incorporated by reference.

e) Disaster Mitigation Act of 2000

f) Executive Order 11988, Floodplain Management

g) Executive Order 11990, Protection of Wetlands

h) Executive Order 12372, Intergovernmental Review of Programs and Activities

i) Executive Order 12549, Debarment and Suspension

j) Executive Order 12612, Federalism

k) Executive Order 12699, Seismic Design

l) Executive Order 12898, Environmental Justice
m) Coastal Barrier Resources Act, Public Law 97-348
n) Single Audit Act, Public Law 98-502
o) 16 U.S.C. §470, National Historic Preservation Act
p) 16 U.S.C. §1531, Endangered Species Act References

12) **SUBRECIPIENT'S CONTRACTORS.** Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms, and conditions of this Grant and the approved application.

13) **LOBBYING.** Grant funds may not be awarded to or expended by any entity which performs political lobbying. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

14) **LOBBYING CERTIFICATION.** The Subrecipient's Certification Regarding Lobbying is Attachment 1 to this Agreement. This certification complies with the Lobbying Prohibitions in the U.S. Department of Homeland Security (DHS) Standard Terms and Conditions and with the FEMA regulations found at 44 CFR § 18 (New Restrictions on Lobbying).

15) **RESTRICTIONS AND GENERAL CONDITIONS.**

a) Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

b) Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

c) Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify COR^3 of any change in designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. COR^3 will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision- making activities.

d) DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on www.sam.gov. The DUNS Number is the nine-digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform

e) Central Contractor Registration and Universal Identifier Requirements. Subrecipient certifies that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally

established site for contractor registration, and entered COR^3-required information. Subrecipient shall keep the information current, and review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. (2 CFR § 200.32).

f) Reporting Total Compensation of Subrecipient Executives. 2 CFR §200.331; See FEMA Information Bulletin 350.

g) Applicability and What to Report. Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (See 17 CFR §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.

h) Where and When to Report. Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

i) Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

j) Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to COR^3, prior to receiving any payments under the provisions of this grant.

k) Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant. In compliance with 2 C.F.R. §200.329 the Subrecipient must submit to COR3 on annual basis, that is on or before June 15 of every year, a report on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Subrecipient must submit such report every two years on June 15 of the reporting year.

l) Site Visits. DHS/FEMA and/or COR^3, through its authorized representatives, have the right at all

reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

16) **PROCUREMENT AND CONTRACTING.**

a) Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 CFR §§ 200.317-326 and Appendix II to § 200 (A-C) and (E-J).

b) All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 CFR § 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c) All Subrecipients, state and non-state entities, must ensure that they are in compliance with the cost principles in 2C.F.R. §§ 200.400 – 200.474, including ensuring that costs are reasonable, as defined in 2 C.F.R. § 200.404.

d) Procurement activities, as applicable pursuant to 2 CFR §§ 200.317-326 and Appendix II to § 200 (A-C) and (E-J), must follow the most restrictive of Federal, State and Local procurement regulations for procurements by:

i) micro purchase

ii) small purchase

iii) sealed bid

iv) competitive proposal

v) non-competitive proposal (used solely when the award of a contract is unfeasible under the other methods).

e) COR^3 must be contacted for approval to use a noncompetitive procurement method, unless authorized by some exceptional regulation. Failure to follow eligible procurement methods may result in ineligible costs. Other types of agreements for services must have Government approval prior to use or execution. A copy of the local procurement policy must be provided to COR^3 before initial payment.

f) The cost-plus-percentage-of-cost and percentage of construction cost methods of contracting are ineligible.

g) Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and submitted for review.

h) Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR § 200.321 if applicable.

17) **MONITORING.**

a) Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

b) COR^3, or its authorized representative, reserves the right to perform periodic desk/office- based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

18) **AUDIT.**

a) Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (2 CFR § 200.501).

b) Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), United States Department of Housing and Urban Development (HUD), when Community Development Block Grant – Disaster Recovery CDBG-DR funding is used as the Subrecipients match, the Comptroller General of the United States, the Government Auditor, COR^3, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit COR^3 or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials, or information necessary to facilitate such audit.

c) Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to COR^3 for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to COR^3 of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

d) Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as COR^3 may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

e) Government Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the Government Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the Government Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the Government Auditor's Office's authority to audit funds and the requirement to cooperate fully with the Government Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the Government Auditor's Office shall at any time have access to and the rights to examine, audit,

excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

19) **RETENTION AND ACCESSIBILITY OF RECORDS.**

a) Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable 2 CFR Subpart D – Post Federal Award Requirements, § 200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or COR^3 may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

b) Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Government Auditor, COR^3, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

20) **INDIRECT COSTS.** 2 CFR § 200.210(a) (15), 2 CFR § 200.331(a) (1) (xiii) and (a) (4) refer to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving State Management Costs (SMC). Currently, COR^3 reserves all SMC to manage the states roles in the disaster. Subrecipients are entitled to claim Direct Administrative Costs for each of the projects it manages.

21) **REPORTING.** Subrecipient will provide the following reports:

a) Financial and Performance Progress Reports.

i) Quarterly Reports. The Subrecipient shall submit financial and performance progress reports in compliance with each program identified under this Agreement to the COR^3 fifteen (15) days after the end of the first federal quarter following the federal award date. Reports are due on January 15, April 15, July 15, and October 15.

ii) The Subrecipient shall include in its quarterly financial and performance progress reports a status of project/subaward completion, amount of expenditures, and other information requested by COR^3 for each project/subaward funded under each of the programs authorized under this Agreement.

iii) Final Performance Report. The Subrecipient shall submit a final financial and performance progress report 45 days from each program's grant award performance period expiration date that addresses all approved activities and the performance goals outlined in the federal award.

b) Project Closeout.

Project Closeout Report: The Subrecipient must submit, no later than 90 calendar days after the

end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the subaward. FEMA or COR^3 may approve extensions when requested by the Subrecipient.

i) Project Reporting: The Subrecipient shall indicate on the quarterly performance/progress report each time a Subrecipient has completed a project.

22) **REMEDIES FOR NONCOMPLIANCE.** COR^3 or FEMA may take action as it determines appropriate under the circumstances including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the Subrecipient fails to comply with applicable Federal statutes, regulations or the terms of this Agreement pursuant to 2 CFR § 200.338 (Remedies for Noncompliance).

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific conditions:

(a) The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with paragraphs (b) and (c) of this section, under the following circumstances:

(1) Based on the criteria set forth in § 200.205 Federal awarding agency review of risk posed by applicants;
(2) When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
(3) When an applicant or recipient fails to meet expected performance goals as described in § 200.210 Information contained in a Federal award; or
(4) When an applicant or recipient is not otherwise responsible.

(b) These additional Federal award conditions may include items such as the following:

(1) Requiring payments as reimbursements rather than advance payments;
(2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
(3) Requiring additional, more detailed financial reports;
(4) Requiring additional project monitoring;
(5) Requiring the non-Federal entity to obtain technical or management assistance; or
(6) Establishing additional prior approvals.

(c) The Federal awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable, and
(5) The method for requesting reconsideration of the additional requirements imposed.

(d) Any specific conditions must be promptly removed once the conditions that prompted them have been corrected.

Different from 200.338.

If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
(c) Wholly or partly suspend or terminate the Federal award.
(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
(e) Withhold further Federal awards for the project or program.
(f) Take other remedies that may be legally available.

23) **RECOVERY OF FUNDS.** This Agreement does not limit COR^3 or FEMA's right to disallow costs and recover funds based on a later audit or review during or after performance of the subaward to ensure compliance with the terms of the Agreement and subaward document, or the obligation of the Subrecipient to return such funds, including funds paid to any contractor. Pursuant to the Debt Collection Improvement Act, as amended, and subject to section 705 of the Stafford Act (42 U.S.C. § 5205(a)), the Subrecipient is liable to repay funds to FEMA if the Subrecipient has ineligible underruns, knowingly or negligently withholds or misrepresents material information, or fails to complete work and comply with the terms of this Agreement or the approved subaward; or because of federal funds expended in error; or for costs that are unreasonable or otherwise disallowed. Upon adjudication of any other aforementioned conditions, a debt is established. FEMA, COR^3, and the Subrecipient will follow the reimbursement procedures provided above in 7) Funding Obligations.

24) **DUPLICATED FUNDS.** Subrecipient is responsible for the repayment of federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. COR^3 and FEMA may at any time pre-award or post-award adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance, or to account for benefits available for the same purpose from anothersource.

25) **SUBRECIPIENT COOPERATION.** The Subrecipient agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with COR^3 and the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Agreement. If applicable, COR^3 and FEMA will treat recovered funds as duplicated benefits available to the recipient/ subrecipient in accordance with Section 312 of the Stafford Act (42 U.S.C. § 5155).

26) **STATUTE OF LIMITATIONS.** The three-year statute of limitations limiting FEMA's ability to recover funds paid as provided for in Section 705(a) of the Stafford Act (42 U.S.C. §5205(a)) begins with COR^3's submission of the final expenditure report for the governmental subrecipient. The final expenditure report is the complete and accurate quarterly SF 425 in which COR3 indicates it reflects the

final expenditures for the governmental subrecipient for the relevant FEMA program under the Declaration, as required in Part V, Reporting, Section A, Federal Financial Reports, Subsection 2, Subrecipient Final Financial Report.

27) **REFUNDS, REBATES, AND CREDITS.** The Subrecipient shall transfer to COR^3 the appropriate share, based on the federal support percentage and any HUD CDBG-DR funds used as the Subrecipients matching cost share, of any refund, rebate, credit, or other amounts arising from the performance of this agreement. The Subrecipient shall take necessary action to promptly collect all monies due or which may become due and if applicable, to cooperate with COR^3 or the Federal Government in any claim or suit in connection with amounts due.

28) **CONSTRUCTION PERMITS.** Prior to the start of any construction activity, the Subrecipient will ensure that all applicable federal, state, and local permits and approvals are obtained and all permit conditions are addressed including FEMA, HUD CDBG-DR, COR^3, and subrecipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, projects plans and specifications, applicable building codes and program guidance.

29) **CHANGES, MODIFICATIONS, SUSPENSION, TERMINATION, OR EXTENSIONS.**

a) Modifications. DHS/FEMA or COR^3 may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant to that effect. Any alteration, addition, ordeletion to this Grant by Subrecipient is not valid.

b) Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or COR^3 determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

c) Suspension. In the event Subrecipient fails to comply with any term of this Grant, COR^3 may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.

d) Termination. COR^3 shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if COR^3 determines that Subrecipient has failed to comply with any term of this Grant. COR^3 shall provide written notice of the termination and include:

i) The reason(s) for such termination;

ii) The effective date of such termination;

iii) In the case of partial termination, the portion of this Grant to be terminated; and

iv) Appeal may be made to COR3's Office of Legal Counsel at appeals@recovery.pr.

e) Programmatic Addendums. Attached and also made part of this Agreement are the following Programmatic Addendums, which may be signed or agreed to on behalf of the Subrecipient's Certifying Official listed in 3) above and are incorporated by reference on a case by case basis depending on the assistance designated and whether additional terms and conditions for implementation of specific assistance programs are needed:

i) Alternative Procedures for Direct Administrative Costs

ii) Fixed-Cost Agreement Letter

f) Extensions. Subrecipient will include with any written request for an extension information and documentation to support the amendment and a schedule for completion. FEMA may approve subsequent work or monetary increase amendments, and/or COR^3 or FEMA may approve activity time extension amendments only if the Subrecipient submits all financial and performance reports to the appropriate Awarding Official listed in this Agreement. COR^3 and FEMA will only approve extensions to the federal grant award period of performance or project completion timelines (if applicable) that comply with program regulatory timeframes. COR^3 and FEMA will not approve extensions for delays caused by lack of non-federal share funding.

30) **ENFORCEMENT.**

a) If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, COR^3 or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

i) Increased monitoring of projects and require additional financial and performance reports;

ii) Require all payments as reimbursements rather than advance payments;

iii) Temporarily withhold payments pending correction of the deficiency;

iv) Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

v) Request DHS/FEMA to wholly or partially de-obligate funding for a project;

vi) Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by COR^3 or DHS/FEMA;

vii) Withhold further awards for the grant program; and/or

viii) Take other remedies that may be legally available.

b) In taking an enforcement action, COR^3 will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

c) The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless requested by Subrecipient and expressly authorized by COR^3 or DHS/FEMA in the notice of suspension or termination or subsequently.

d) Other Subrecipient costs during suspension or after termination which are necessary and not

reasonably avoidable are allowable if:

i) The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and

ii) The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

e) The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 CFR § 200, Appendix II.

31) **CONFLICTS OF INTEREST.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

32) **CLOSING OF THIS GRANT.** COR^3 will close each subaward after receiving all required final documentation from the Subrecipient. In order to comply with the FEMA-State Agreement, Subrecipient must submit their final claim within 90 days of project completion. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, COR^3 will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, COR^3 will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), COR^3 will request the Subrecipient to certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

a) DHS/FEMA or COR^3's right to disallow costs and recover funds on the basis of a later audit or other review;

b) Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

c) Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

d) Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

33) **NOTICES.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

34) **ATTACHMENTS.** Attached, and also made an integral part of this Agreement, are the following

Attachments which contain the terms and conditions applicable to all assistance provided under this Agreement:

a) Attachment 1 - Subrecipient Certification Regarding Lobbying
b) Attachment 2 - PW Subaward Modification [Sample]
c) Attachment 3 - List of PW Modifications incorporated by Reference into this Subaward Agreement – As of July 15, 2021.
d) Attachment 4 - FEMA Required Contractual Terms required to be included in a Subrecipient's agreements with its contractors.

35) **AGREEMENT EXECUTION.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e- mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or .pdf signature page were an original thereof.

36) **EFFECTIVE.** This Agreement becomes effective on the date of signature by the last Party.

By the Subrecipient:	**By COR^3:**
Certifying Official Signature	**Awarding Official Signature**
Mons. Alberto Figueroa Morales	
Printed Certifying Official Name	**Printed Awarding Official Name**
Obispo Auxiliar, Vicario General	COR^3,
Title	**Title**
December 8, 2021	
Date	**Date**
Subrecipient's Employer Identification Number (EIN):	**COR3's Employer Identification Number (EIN):**
66-0198351	

ATTACHMENT 1 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR § 18. The undersigned 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 undersigned, 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 undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, 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.

By the Subrecipient:

Certifying Official Name
Mons. Alberto Figueroa Morales

Printed Certifying Official Name

Obispo Auxiliar / Vicario General

Title

December 8, 2021

Date

ATTACHMENT 2 - PW SUBAWARD MODIFICATION

[Month DD, YYYY]

[Contact Name],
[SRCO Title]
[Applicant Name]
[Address Line 1]
[City], PR [Zip Code]

Unique Entity Identifier: [Applicant ID]

RE: Public Assistance Subrecipient Subaward Agreement, [SR SUBWARD AGREEMENTNUMBER],

FEMA Project Number: [INSERT]
Project Title: [INSERT]
Period of Performance: [INSERT]

The aforementioned subrecipient subaward agreement is hereby amended by this Subaward Modification. FEMA and COR^3 has obligated additional funds per the approved Project Worksheet attached and summarized below.

The following table lists the PW specific modifications issued for this subaward and amounts obligated with each action as of [CUT-OFF DATE].

Version/ Amendment	Date of Modification	Total Subaward Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
PW Data goes here.						

The Project Description and approved scope of work is in the attached FEMA Project Worksheet (FEMA 90- 91). This award is not for Research or Development as defined in 2 CFR 200.87.

FEMA DISASTERS EM-3384, DR-4336, DR-4339 SUBAWARD AGREEMENT BETWEEN GOVERNMENT OF PUERTO RICO, CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY (COR^3) AND SUBRECIPIENT

ATTACHMENT 2 - PW SUBAWARD MODIFICATION

Signing and returning this letter indicates Subrecipient's acceptance of subaward amendment, confirms the capacity to implement the subaward, and to comply with the terms and conditions of the subrecipient agreement.

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned COR^3 project officer within the allotted time.

Acceptance of the subaward must be returned to COR^3 before payment on the subaward can be processed. Please sign below to acknowledged acceptance of this subaward:

By the Subrecipient	**By COR^3**
SAMPLE DO NOT SIGN	**SAMPLE DO NOT SIGN**
Certifying Official Signature	**Awarding Official Signature**
Printed Certifying Official Name	**Printed Awarding Official Name**
	COR^3, FEMA Public Assistance Coordinator
Title	**Title**
SAMPLE DO NOT DATE	**SAMPLE DO NOT DATE**
Date	**Date**

ATTACHMENTS:

- FEMA Project Worksheet Number
- Subrecipient Agreement Attachment 3 – Disaster Number

ATTACHMENT 3 – LIST OF PWs INCORPORATED BY REFERENCE INTO SUBAWARD

As of_____, COR^3 has received $_____ in Public Assistance grant funding (CFDA 97.036 Disaster Grants - Public Assistance (Presidentially Declared Disasters) FEMA-####-##-PR. The following table provides updated totals for all of the Subrecipient's subawards for FEMA-#####-##-PR based on modifications as of_____:

Award Date	FEMAPW Number	Latest Version Number	FEMA PW Title	Total Subaward Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Total Amount of Federal Shares Obligated to Subrecipient
				$	%	$	%	$	$
Total PW Subawards for Disaster				$	%	$	%	$	$

None of these subawards is for Research or Development as defined in 2 CFR 200.87.

SEE SEPARATE ATTACHMENT 3s FOR:

FEMA-3384-EM-PR
FEMA-4336-DR-PR
FEMA-4339-DR-PR

ALL OF WHICH ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

ATTACHMENT - 2 CFR § 200.326 AND 2 CFR § 200, APPENDIX II, REQUIRED CONTRACT CLAUSES

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below 2 CFR § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 CFR § 200.326 and 2 CFR § 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1) Remedies.

   a) Standard. Contracts for more than the simplified acquisition threshold ($250,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as

appropriate. See 2 CFR § 200, Appendix II, Paragraph A.

b) Applicability. This requirement only applies to contracts in excess of the simplified acquisition threshold, which is currently $250,000. This requirement applies to all FEMA grant and cooperative agreement programs.

2) Termination for Cause and Convenience.

a) Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. See 2 CFR § 200, Appendix II, Paragraph B.

b) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3) Equal Employment Opportunity.

a) Standard. Except as otherwise provided under 41 CFR § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR § 60-1.3 must include the equal opportunity clause provided under 41 CFR § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 CFR §§ 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 CFR § 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 CFR § 200, Appendix II, Paragraph C.

b) Key Definitions.

i) Federally Assisted Construction Contract. The regulation at 41 CFR § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii) Construction Work. The regulation at 41 CFR § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d) The regulation at 41 CFR § 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin

ii) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iii) The contractor will comply with all provisions of Executive Order 11246 of March 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

iv) The contractor will furnish all information and reports required by Executive Order 11246 of March 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

v) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of March 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of March 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vi) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of March 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4) Davis Bacon Act and Copeland Anti-Kickback Act.

a) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

It applies to all Public Assistance Grants where the State and/or Subrecipient match is paid by Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) funding. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b) All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR § 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 CFR § 200, Appendix II, Paragraph D.

c) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e) In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 CFR § 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f) The regulation at 29 CFR § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the

previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

i) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR § 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). as may be applicable, which are incorporated by reference into this contract.

ii) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12."

5) Contract Work Hours and Safety Standards Act.

a) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

b) Where applicable (See 40 U.S.C. § 3701), all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR § 5. See 2 CFR § 200, Appendix II, Paragraph E.

c) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e) The regulation at 29 CFR § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

i) Overtime requirements. No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

iii) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6) Rights to Inventions Made Under a Contract or Agreement.

a) Stafford Act Disaster Grants. This requirement applies to all Public Assistance Grants where the State and /or Subrecipient match is paid by Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CBDG-DR) funding. Otherwise, it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the –, definition of "funding agreement."

b) If the FEMA award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 CFR § 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 FEMA. See 2 CFR § 200, Appendix II, Paragraph F.

c) The regulation at 37 CFR § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7) Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 CFR § 200, Appendix II, Paragraph G.

a) The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

ii. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8) Debarment and Suspension.

a) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

b) Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment, and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 CFR § 180 and the Department of Homeland Security's regulations at 2 CFR § 3000 (Non-procurement Debarment and Suspension).

c) These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 CFR § 200, Appendix II, Paragraph H; and *Procurement Guidance for Recipients and Subrecipients under 2 CFR § 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, Paragraph 6.d, and Appendix C, Paragraph 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 CFR § 180.530; *PDAT Supplement,* Chapter IV, Paragraph 6.d and Appendix C, Paragraph 2.

d) In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e) Specifically, a covered transaction includes the following contracts for goods or services:

i) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

ii) The contract requires the approval of FEMA, regardless of amount.

iii) The contract is for federally-required audit services.

iv) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

f) The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

i) This contract is a covered transaction for purposes of 2 CFR §180 and 2 CFR § 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii) The contractor must comply with 2 CFR § 180, subpart C and 2 CFR § 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 CFR § 180, subpart C and 2 CFR § 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv) The bidder or proposer agrees to comply with the requirements of 2CFR § 180, subpart C and 2 CFR § 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9) Byrd Anti-Lobbying Amendment.

a) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

b) Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 CFR § 200, Appendix II, Paragraph I; 44 CFR § 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, Paragraph 4.

c) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award. See *PDAT Supplement*, Chapter IV, Paragraph 6.c, and Appendix C, Paragraph 4.

d) The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

e) The following provides the certification regarding lobbying:

"44 CFR § 18 – CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

ii. 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

10) Procurement of Recovered Materials.

a) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

b) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 CFR § 200, Appendix II, Paragraph J; 2 CFR § 200.322; *PDAT Supplement*, Chapter V, Paragraph 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c) The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i) Competitively within a timeframe providing for compliance with the contract performance schedule;

ii) Meeting contract performance requirements; or

iii) At a reasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg- program."

11) Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

a) Changes. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b) Access to Records. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, Paragraph XXVI (2013). The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

i) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12) DHS Seal, Logo, and Flags.

a) All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, Paragraph XXV (2013).

b) The following provides a contract clause regarding DHS Seal, Logo, and Flags:

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13) Compliance with Federal Law, Regulations, and Executive Orders.

a) All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b) The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders:

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14) No Obligation by Federal Government.

a) The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b) The following provides a contract clause regarding no obligation by the Federal Government:

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15) Program Fraud and False or Fraudulent Statements or Related Acts.

a) The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b) The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts:

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

EXHIBIT A
FEMA DISASTERS EM-3384, DR-4336, DR-4339 SUBAWARD AGREEMENT BETWEEN GOVERNMENT OF PUERTO RICO, CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY (COR3) AND SUBRECIPIENT

EXHIBIT A - ASSURANCES - NON-CONSTRUCTION PROGRAMS (See Standard Form 424B)

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non- Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2) Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

6) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 CFR § 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7) Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs.

These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant- supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C.
§§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14) Will comply with P.L. 93-348, 45 CFR 46, and DHS Management Directive 026- 044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 CFR § 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B
FEMA DISASTERS EM-3384, DR-4336, DR-4339 SUBAWARD AGREEMENT BETWEEN GOVERNMENT OF PUERTO RICO, CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY (COR3) AND SUBRECIPIENT

EXHIBIT B - ASSURANCES - CONSTRUCTION PROGRAMS (See Standard Form 424D)

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1) Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.

2) Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.

4) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

5) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.

6) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

8) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

9) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 CFR § 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of

age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11) Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12) Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.

14) Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq.

and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16

18) U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

19) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now 2 CFR §200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

20) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT C - CERTIFICATIONS FOR GRANT AGREEMENTS

The undersigned, as the authorized official, certifies the following to the best of his/herTin knowledge and belief.

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned 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 or 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 or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, 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 Section 1352, Title 31, U.S. Code. 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.

4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR § 67, for prospective participants in primary covered transactions, as defined at 28 CFR § 67, Section 67.510, (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

    a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov.

    b. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in

paragraph (D)(2) of this certification;

d. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

e. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

5. Federal funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

6. Subrecipient will comply with 2 CFR § 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

7. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR § 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

8. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of funds in this Grant.

EXHIBIT D - ENVIRONMENTAL REVIEW

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by COR^3. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and COR^3 will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this Grant, shall provide information to COR^3 to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to COR^3 for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT E - ADDITIONAL GRANT CONDITIONS

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the Commonwealth- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.

3. Any significant change to a project's approved Scope of Work must be reported and approved through COR^3 and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to COR^3, who will forward to FEMA for review and approval prior to incurring costs.

4. The Project Completion and Certification Report must be submitted to COR^3 within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.

5. A cost overrun appeal on small (<$123,100) Public Assistance projects must be reported to COR^3 within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or COR^3. All appeals must be submitted to COR^3 within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in COR^3's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by COR^3 personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.

9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using COR^3's GMS. Public Assistance program small projects are typically exempt from quarterly reporting, however COR^3 reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request

and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up to date.

10. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance, Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or COR^3 within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to COR^3 certifying to this.

11. Completed record and cost documents for all approved work must be retained for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or COR^3 may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to Commonwealth and Federal audit/review.

12. Subrecipients will not make any award to any party which is debarred or suspended or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

13. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

14. COR^3 will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets. Subrecipient will be responsible for establishing and maintaining an active account in the Grant Management System (GMS) and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The GMS will provide the Subrecipient visibility of the project process.

15. COR^3 will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by COR^3. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.

16. CFR § 200.210(a) (15), 2 § CFR 200.331(a) (1) (xiii) and (a) (4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving State Management Costs (SMC). Currently, COR^3 reserves all SMC to manage the states roles in the disaster. Subrecipients are entitled to claim Direct Administrative Costs for each of the projects it manages.

EXHIBIT F - ADDITIONAL GRANT CERTIFICATIONS

Match Certification

Subrecipient certifies that it is responsible for meeting the cost share requirements for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to COR^3.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

- Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

- Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

ATTACHMENT ACKNOWLEDGEMENT
FEMA DISASTERS EM-3384, DR-4336, DR-4339SUBAWARD
AGREEMENT BETWEEN GOVERNMENT OF PUERTO RICO,
CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY (COR3) AND
SUBRECIPIENT

ATTACHMENT ACKNOWLEDGEMENT

Please initial each Attachment acknowledging you have received them and understand them and agree to abide by them.

AM — Subrecipient Certification Regarding Lobbying, hereinafter referred to as "Attachment 1"

AM — PW Subaward Modification [Sample], hereinafter referred to as "Attachment 2"

_____ List of PW Modifications for DR-3384, with a total PW Subaward Amount of **$0** as of March15, 2021, incorporated by reference into this Subaward Agreement, hereinafter referred to as "Attachment 3 – DR-3384"

_____ List of PW Modifications for DR-4336, with a total PW Subaward Amount of **$0** as of March 15, 2021, incorporated by reference into this Subaward Agreement, hereinafter referred to as "Attachment 3 – DR-4336"

AM — List of PW Modifications for DR-4339, with a total PW Subaward Amount of $491,872.72 as of March 15, 2021, incorporated by reference into this Subaward Agreement, hereinafter referred to as "Attachment 3 – DR-4339"

AM — FEMA Required Contractual Terms required to be included in a Subrecipient's Agreements with Contractors, hereinafter referred to as "Attachment 4"

Please sign below to acknowledged acceptance of the subaward and all attachments in this agreement, and to abide by all terms and conditions.

+ [signature]
Signature of Certifying Official

December 8, 2021
Date

Mons. Alberto Figueroa Morales, Obispo Auxiliar/Vicario General
Printed Name and Title

EXHIBIT ACKNOWLEDGEMENT
FEMA DISASTERS EM-3384, DR-4336, DR-4339 SUBAWARD
AGREEMENT BETWEEN GOVERNMENT OF PUERTO RICO,
CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY (COR3) AND
SUBRECIPIENT

EXHIBIT ACKNOWLEDGEMENT

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

AOF Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"

AOF Assurances – Construction Programs, hereinafter referred to as "Exhibit B"

AOF Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"

AOF Environmental Review Certification, hereinafter referred to as "Exhibit D"

AOF Additional Grant Certifications, hereinafter referred to as "Exhibit E"

AOF Other Grant Certifications, hereinafter referred to as "Exhibit F"

Please sign below to acknowledged acceptance of the subaward and all exhibits in this Agreement, and to abide by all terms and conditions.

Signature of Certifying Official

December 8, 2021
Date

Mons. Alberto Figueroa Morales, Obispo Auxiliar/Vicario General

Printed Name and Title