

ASSISTANCE AGREEMENT

2011-000064-A

Between

PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY

And

PUERTO RICO STATE DEPARTMENT

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**THIS FIRST AMENDMENT**, dated as of September 19, 2011, is entered by and between the **PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY** ("**PRIFA**"), a public corporation and instrumentality of the Commonwealth of Puerto Rico (the "Commonwealth" or " Puerto Rico"), constituting an independent corporate and politic entity, employer identification number 66-0480699, herein represented by its Executive Director, Jose Basora Fagundo, of legal age, married, Engineer, and resident of Trujillo Alto, Puerto Rico, duly authorized to execute this "Assistance Agreement" pursuant to Act Number 8 of March 9, 2009 and in accordance with Resolution of the **PRIFA** Board of Directors dated June 22, 2009; and the **Puerto Rico State Department**, employer identification number 66-0637290, ("**State Department**" or "**SUBRECIPIENT**"), herein represented by the Secretary of State, Hon. Kenneth D. McClintock, of legal age, married, lawyer, and resident of San Juan, Puerto Rico (collectively, the "Parties"), duly authorized to execute this "Assistance Agreement" pursuant to Act Number 8 of March 9, 2009 and to Act Number 101 of July 12, 2002, 3 PR Stats Ann §53(14).

**WITNESSETH:**



**WHEREAS**, On April 29<sup>th</sup> 2011, PRIFA and the State Department entered into an Assistance Agreement Number 2011-000064 for the construction of a building energy retrofit project which includes retrofitting its facilities located in THE DEPARTMENT OF STATE BUILDING in Old San Juan, Puerto Rico, and installing energy efficient air conditioning system to improve energy efficiency among other tasks.



**WHEREAS**, AFI and the Owner Recipient execute this First Amendment to the Agreement to increase the amount by \$100,000.00 and extend its term until August 31<sup>st</sup>, 2012.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, PRIFA and the State Department hereby agree to the following:

## TERMS AND CONDITIONS

**FIRST:** The first "WHEREAS" of page 3, is hereby amended to read as follows:

"WHEREAS, pursuant to Agreement number 2011-132031-A, the Energy Affairs Administration awarded the SUBRECIPIENT the sum of Seven Hundred Thousand Dollars (\$700,000) (the "Grant") under the Energy Efficiency and Conservation Block Grant Program ("EECBG") which was authorized as a funding opportunity under the American Recovery and Reinvestment Act of 2009 ("ARRA"); and"

**SECOND:** The third "WHEREAS" of page 3, is hereby amended to read as follows:

"WHEREAS, the Agreement signed between the Energy Affairs Administration and the SUBRECIPIENT has an established limited performance from September 30<sup>th</sup>, 2010 up until August 31<sup>st</sup>, 2012. SUBRECIPIENT, has requested PRIFA's immediate assistance whereas the funds may be lost if they are not used within the specified time frame; and"

**THIRD:** Section 2.2 is hereby amended to read as follows:

"2.2 Duration of Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until all ARRA Funds under the SUBGRANT are used in their entirety by SUBRECIPIENT and SUBRECIPIENT has been audited by the governmental entities in charge of auditing the uses of ARRA funds received by SUBRECIPIENT and no further action is required of SUBRECIPIENT pursuant to EECBG and ARRA or as a result of such audits. Notwithstanding the term of this Agreement, SUBRECIPIENT shall obtain permits, pass inspection and complete the Project by August 31<sup>st</sup>, 2012; said time period may be extended upon written request by PRIFA."

**FOURTH:** Section 3.1 is hereby amended to read as follows:

"3.1 SUBRECIPIENT has requested PRIFA, and PRIFA will, in good faith and with diligence, undertake the design and construction of the Project, on the terms and conditions set forth in this Agreement and the provisions applicable under ARRA.

**FIFTH:** Section 5.1 is hereby amended to read as follows:

"5.1 The maximum amount of Payments under this Agreement shall not exceed Seven Hundred Thousand Dollars (\$700,000)."

**SIXTH:** Section 5.4 is hereby amended to read as follows:

"5.4 Payments made by SUBRECIPIENT under this Agreement are budgeted and will be paid from Account No. 256-0230000-0000-081-2011."

**SEVENTH:** Section 14.7 is hereby amended to read as follows:

"14.7 Notice Provisions. All notices, documents and other communications to be delivered pursuant to this Agreement between PRIFA and SUBRECIPIENT shall be directed:

**If to the PRIFA:**

**Attention: Executive Director**  
Puerto Rico Infrastructure Financing Authority  
PO Box 41207  
Minillas Station  
San Juan, Puerto Rico 00940  
Facsimile: 787-765-5712

**If to Sub recipient:**

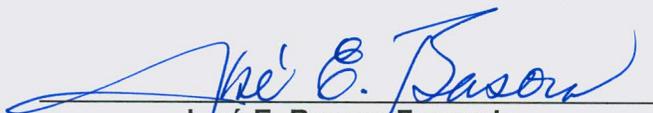
**Attention: Secretary of State**  
Puerto Rico State Department  
San Jose Street, San Francisco Corner  
San Juan, Puerto Rico 00902

**EIGHTH:** Appendix I of the Assistance Agreement is hereby amended and made part of Contract 2011-000064.

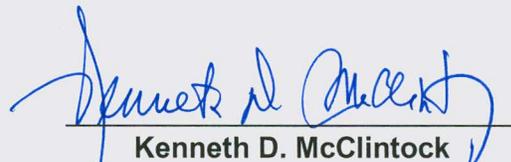
**NINTH:** All other terms and conditions of the Agreement Number 2011-000064 executed by and between AFI and the State Department not amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties hereto execute this First Amendment to Agreement as of the date and at the place first above written.

**Puerto Rico Infrastructure Financing Authority**

  
**José E. Basora Fagundo**  
Executive Director

**Puerto Rico Department of State**

  
**Kenneth D. McClintock**  
Secretary

Reviewed by: \_\_\_\_\_

Approved by:   
Tania Vázquez Rivera, Esq.  
Legal Director

## APPENDIX I

*The terms used in this Appendix I to the Agreement shall have the same meaning as in the Agreement*

### THE PROJECT

- a. The Project shall generally consist of retrofitting the facilities of the Department of State located in Old San Juan to improve energy efficiency. Said Project shall consist of:
  1. Inspection of the building by the STATE DEPARTMENT's AUTHORIZED REPRESENTATIVE to study its condition and determine its needs to become energy efficient (the "Inspection"), copy of the initial report is incorporated as part of this **APPENDIX I**;
  2. Develop a plan to make the Department of State Building facilities energy efficient (the "Plan");
  3. Procure a Design of the Work to be Performed, including Drawings and Specifications (the "Project Design");
  4. Procure a Basic Project Schedule, including principal tasks to be performed per month with an approximate cost of invoicing per month (the "Project Schedule");
  5. Procure a Payment Schedule (the "Payment Schedule");
  6. PRIFA shall review and approve the Project Design, the Project Schedule and the Payment Schedule before any work can be performed;
  7. Contracting qualified third party contractors to perform the work;
  8. Supervising that the work shall be done in accordance to the approved Plan and Project Design;
  
- b. Prior to the execution of this Agreement, PRIFA has already taken steps 1-2, whose implementation and payment with SUBGRANT funds shall be subject to PRIFA's approval.

Two blue ink signatures are present at the bottom left of the page. The top signature is a cursive signature, and the bottom signature is a stylized, less legible signature.