

ESTADO LIBRE ASOCIADO DE PUERTO RICO
LEGISLATURA MUNICIPAL
DORADO, PUERTO RICO

PROYECTO DE ORDENANZA NÚM. 119
ORDENANZA NÚM. 54

SERIE: 2005-2006

PARA AUTORIZAR AL HON. CARLOS A. LÓPEZ RIVERA, ALCALDE DEL MUNICIPIO DE DORADO A ENTRAR EN NEGOCIACIONES CON LA ADMINISTRACIÓN DE VIVIENDA PÚBLICA EN TORNO A MEJORAS EN EL RESIDENCIAL EL DORADO INCLUYENDO LA FIRMA DE AQUELLOS ACUERDOS O CONVENIOS QUE DICHO ALCALDE CONSIDERE APROPIADOS Y CONVENIENTES A LOS MEJORES INTERESES DE NUESTRO MUNICIPIO Y PARA OTROS FINES:

POR CUANTO: La Ley de Municipios Autónomos del Estado Libre Asociado de Puerto Rico dispone en su Artículo 3.009, Inciso (y) que el Alcalde podrá ejercer todas las facultades, funciones y deberes que expresamente se le deleguen por cualquier ley a cualquier Ordenanza o Resolución Municipal y las necesarias e incidentales para el desempeño adecuado de cargo.

POR CUANTO: Es de conocimiento público que nuestro residencial necesita mejoras en cuanto a construcción, asfalto, instalaciones recreativas y deportivas.

POR CUANTO: El municipio presentó una propuesta económica a la Administración de Vivienda Pública, mediante la cual se propone realizar mejoras al Residencial Público El Dorado.

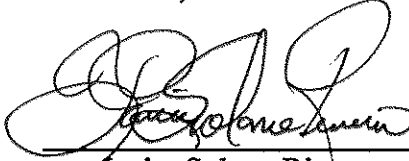
POR TANTO: ORDÉNESE POR LA HONORABLE LEGISLATURA MUNICIPAL DE DORADO, PUERTO RICO:

Sección Primera: Autorizar al Hon. Carlos A. López Rivera, Alcalde del Municipio de Dorado a entrar en negociaciones con la Administración de Vivienda Pública en torno a mejoras en el residencial incluyendo la firma de aquellos acuerdos o convenios que dicho Alcalde considere apropiados y convenientes a los mejores intereses de nuestro Municipio.

Sección Segunda: Copia certificada de la misma será enviada a las agencias estatales y municipales requeridas para su conocimiento y acción correspondiente.

Sección Tercera: Esta Ordenanza comenzará a regir inmediatamente después de su aprobación por la Honorable Legislatura Municipal y sea firmada por el Alcalde Interino.

**APROBADA POR LA HONORABLE LEGISLATURA MUNICIPAL DE
DORADO, PUERTO RICO EL DIA 8 DE JUNIO DE 2006.**

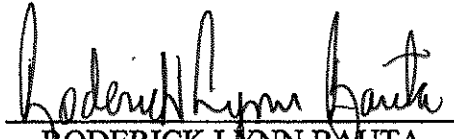


Javier Solano Rivera
Secretario Legislatura Municipal



Miguel Concepción Báez
Presidente Legislatura Municipal

**APROBADO POR EL HONORABLE RODERICK LYNN BAUTA, ALCALDE
INTERINO, HOY DIA 9 DE JUNIO DE 2006.**



RODERICK LYNN BAUTA
ALCALDE INTERINO

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PUERTO RICO PUBLIC HOUSING ADMINISTRATION
AND THE MUNICIPAL GOVERNMENT OF DORADO**

---THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU), between the Puerto Rico Public Housing Administration, Tax I.D. 660-46-6229, hereinafter referred to as PRPHA, 606 Barbosa Avenue, Hato Rey, Puerto Rico 00918, represented in this act by Carlos G. Laboy Díaz, in his capacity as Administrator of the PRPHA, of legal age, single, and resident of San Juan, Puerto Rico; and the Municipality of Dorado Tax I.D. 660-43-3565, hereinafter referred to as the MUNICIPALITY, represented in this act by Hon. Carlos A. López Rivera, in his capacity as Mayor of Dorado, of legal age, married, and resident of Dorado, Puerto Rico.-----

---WHEREAS, the PRPHA has as one of its main objectives, to maintain and improve the quality of the common areas of the public housing developments for the enjoyment of its residents.-----

---WHEREAS, the MUNICIPALITY, in its duty to improve the quality of life and living environment of the residents of Public Housing Development Manuel M. Morales (RQ-5153), presented a proposal for repair and/or reapply asphalt in the parking area of said public housing improvements including the restauration of seven (7) murals a cost of \$38,829.00; installation of cyclone fence in the perimeter of the public housing project a distance of 1,022 lineal feet, an estimated cost of \$18,668.00; electrical work and the installation of fourteen (14) lamps (luminaries) at seven housing project building, an estimated cost of \$16,650.00; general paint of existing buildings and to close up unexisting doors and windows an estimated cost of \$27,776.00 for a total project allocation of **\$101,923.00.**-----

Municipal share will include inspection fee \$9,000.00 man hour \$25,000.00 and equipment \$98,000.00. Municipal share needed to complete the proposal action the amount of **\$132,000.00. Total project cost of \$233,923.00.**-----

---WHEREAS, the PRPHA has favorable considered the proposal and is willing to fund, in part, the works previously described, provided that the MUNICIPALITY supplies the machinery and workers to required to perform such work.-----

---WHEREFORE, the PRPHA and the MUNICIPALITY, as government agencies, agree as follows:-----

---**WORK PLAN:**-----

---The PRPHA will transfer the MUNICIPALITY the amount of one hundred and one thousand nine hundred and twenty three dollars (\$101,923.00) to make improvements to El Dorado Housing Public Project, as described in the municipality's proposal and this MOU. The funding shall come from Capital Fund Program _____, account _____-----

---**COMMENCEMENT AND DURATION**-----

---The term of this MOU shall be four months from the date of its execution.-----

---The PRPHA reserves the right to inspect and object any invoices it understands do not meet the required certification.-----

---The transfer of funds will be done pursuant to federal rules and regulations.----

---**PROCUREMENT OF ITEMS, GOOD AND SERVICES**-----

---The MUNICIPALITY shall provide the necessary equipment, materials and services to effectively comply with this MOU.-----

---The MUNICIPALITY will submit the following documents related to the work:---

---A. A file with all the required information, including permits.-----

---B. Sketches, specifications and pictures of the work site.-----

---C. An itemized accounting of everything to be done, including supervision and inspection of the work.-----

---D. Public Liability Insurance Policy.-----

---E. Workman Compensation Insurance Policy.-----

---F. Copy of any and all contracts, including the supervision and inspection contract.-----

---The MUNICIPALITY shall hire the services for the supervision and inspection of the work, all of which shall be included within the total funding amount -----

---The PRPHA has the right at its convenience, to inspect the work and to audit any funding transaction during the work.-----

If additional services are needed to complete the work, such additional services shall be provided by the MUNICIPALITY, pursuant to the terms and conditions established herein, and signed by both parties. -----

---The final inspection and approval of the works shall be made by both parties, or by their duly authorized representatives. -----

--- **TERMINATION** -----

--- A. Termination by Default. The PRPHA may terminate this MOU, in whole or in part, for MUNICIPALITY'S failure to fulfill its obligations. The PRPHA shall terminate this MOU by delivering to MUNICIPALITY a fifteen (15) day notice of termination specifying the extent to which the performance of the work under this MOU is terminated, the reason therefore and the effective date of termination. Upon receipt of such notice the MUNICIPALITY shall immediately discontinue all services and deliver to the PRPHA all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials property of the PRPHA. -----

--- B. Termination for Convenience. The PRPHA may terminate this MOU, in whole or in part, whenever the PRPHA determines that such termination is necessary. The PRPHA will terminate this MOU by delivering to the MUNICIPALITY a fifteen (15) day notice of termination specifying the extent to which the performance of the work under this MOU is terminated, and the effective date of termination. Upon the effective date of termination, the MUNICIPALITY shall immediately discontinue all services affected and deliver to the PRPHA all information, studies and other materials property of the PRPHA.

In the event of a termination by Notice, the PRPHA shall be liable only for payment of services rendered up to and including the effective date of termination. _____

--- C. Termination by Unilateral Abandonment. The PRPHA will consider this MOU as immediately terminated, in the event that the MUNICIPALITY unilaterally and without prior notice, chooses to abandon or in any form or fashion ceases and/or desists in the specific performance of its general and particular duties and responsibilities as agreed in this MOU. Upon the knowledge of such event, the PRPHA shall have no further obligation pursuant to this MOU without any liability related thereto and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. _____

---D. Termination by MUNICIPALITY. Should the MUNICIPALITY consider it is no longer willing and or able to continue the performance of its functions under this MOU, it shall give the PRPHA a fifteen (15) calendar day notice of its intent to withdraw. Upon receiving such notice the PRPHA will immediately commence the termination audit process as well as the documentary and item inventory, thereby all information, notes, drafts, documents, analysis, reports, compilations, studies, software any and all other materials property of the PRPHA shall be returned to it. The MUNICIPALITY will present for payment any remaining invoices within those thirty (30) days for PRPHA evaluation and approval. The PRPHA will accept no invoice for evaluation and potential payment after the thirty (30) calendar days have ended. _____

--- **LIABILITY** _____

---In no event the PRPHA shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. Third parties operating under this program, with either agency, will have their own general civil and criminal liability imposed by law towards the PRPHA, the MUNICIPALITY and any citizen. _____

--- **NOTICES** _____

---All notices permitted to be given under the MOU shall be in writing, and shall be deemed given delivery by hand or sent by registered or certified mail, return receipt requested, to the address as follows: _____

To: PRPHA:
Carlos G. Laboy Díaz
Administrator
Puerto Rico Public Housing Administration
P.O. Box 363188
San Juan, Puerto Rico 00936-3188

To MUNICIPALITY:
Hon. Carlos A. López Rivera
Mayor
Municipality of Dorado
P O Box 588
Dorado, PR 00646

---MANDATORY COMPENSATORY CLAUSES---

--- The MUNICIPALITY agrees to comply with applicable labor laws as required by the Commonwealth of Puerto Rico, in their relationship with the employees and the recruited residents and with all federal labor laws and regulations that may apply:-----

1. Deductions, retentions and withholdings. Minimum Wage remuneration BEFORE deductions, retentions and withholdings is illegal. -----
2. "Law for the Compensation System for Accidents in the Workplace"; N°83 29th October 1992, 3 L.P.R.A. 1 et seq., and its interpretative jurisprudence. -----
3. "1902 Law on Workman Security", 11 L.P.R.A. §131. -----
4. "Disability Benefit Act", N°139 26th June 1968 as amended by law N°51 1st July 1988, 11 L.P.R.A. § 201-212. -----
5. "Workers Welfare, Safety and Occupational Health Fund Act", N°59 9th August 1991, 11 L.P.R.A. § 251-260.-----
6. "Organization of workmen's compensation service; Administrator of the State Insurance Fund; Industrial Commission", as amended by N°63 1st July 1996 and N°219 12th September 1996, 11 L.P.R.A. § 8.-----
7. "Social Security Extension Act", 18-22d September 1950, 29 L.P.R.A. § 611.-----
8. "Contributions to Federal Government Act", 3 L.P.R.A. § 816.-----
9. "Driver's Social Security", 26 L.P.R.A. § 690. -----
10. "Insurance Compensation", 26 L.P.R.A. § 37.-----
11. "1994 Internal Revenue Code", N°223 30th November 1995, 13 L.P.R.A. 8001 et seq., ordering among others, 7% withholding as part of the special withholdings, I.R.C. Art. 39; law N°223 30th 1995 §1143; 13 L.P.R.A. § 8543. -----
12. 29 L.P.R.A. § 1; The Puerto Rico Secretary of Labor and Human Resources shall retain from the employer the amounts of the claims on wages or any other compensation, right or benefit that are due to a workman or employee under the cover of the current labor legislation, as a result of judicial or administrative steps by the workman or employee.-----
13. The MUNICIPALITY agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in U.S. Department of Labor regulations (41 CFR chapter 60) that during the time in which it will provide services to the PRPHA it will not discriminate on the basis of race, color, age, sex, birth origin, social condition, political affiliation, religious or handicapped condition;-----

14. The MUNICIPALITY also agrees to comply, in the execution of this Agreement with the Davis Bacon Act. _____

--- LIABILITY --- _____

---In no event the PRPHA shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. Third parties operating under this program, with either agency, will have their own general civil and criminal liability imposed by law towards the PRPHA, the MUNICIPALITY and any citizen. _____

--- MANDATORY CLAUSES --- _____

---As required by HUD, the contractor must comply with the following Mandatory Clauses: _____

--- CONFLICT OF INTEREST --- _____

The MUNICIPALITY certifies that neither it nor any of its members presently has interest or will acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with the performance of this MOU. CONTRACTOR certifies that no one who has or will have any interest under this agreement is an officer or employee of PRPHA. _____

---INTEREST OF MEMBERS OF CONGRESS, COMMONWEALTH LEGISLATURE AND LOCAL OFFICIALS--- _____

Because of contract agreements between PRPHA and HUD no member, delegate or resident commissioner, Commonwealth legislator or public official at any level shall be admitted to any share or part of this MOU or any benefit arising from it. _____

--- DRUG FREE WORK PLACE --- _____

The MUNICIPALITY hereby agrees to comply with the Federal Drug Free Work Place Act, 41 U.S.C. 10 et seq. _____

--- ETHICS CLAUSE --- _____

No employee or officer of the PRPHA, nor any member of their families, can have any interest in the earnings or benefits of this contract. _____

--- EQUAL OPPORTUNITY --- _____

The MUNICIPALITY agrees that during the time in which it will provide services to the PRPHA it will not discriminate on the basis or race, color, age, sex, birth of origin, social condition, political affiliation, religious ideals and/or handicapped condition. _____

---CLEAN AIR AND WATER ACT--- _____

The MUNICIPALITY shall comply with applicable standards, order or requirements issue under section 306 of the Clean Air Act (42 USC & 1875h-transferred to 42 USC & 7607), § 508 of the Clean Water Act (33 USC & 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR part 15). _____

—ENERGY POLICY AND CONSERVATION ACT—

The MUNICIPALITY shall comply with the mandatory standards and policies to energy efficiency, which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (PL 95-163) at 42 USCA & 6321 et. Seq.).

— M.O.U. REGISTRATION —

Both the MUNICIPALITY and the PRPHA, are compelled to comply with the regulations imposed by the Office of the Comptroller of Puerto Rico to all contracts executed by and/or with public entities, by presenting this MOU for revision by the Comptroller, within fifteen (15) days from the date of the execution.

— LAW NO. 127, MAY 31st 2004. The services object of this Agreement will not be performed until this Agreement is presented to be registered in the Office of the Comptroller of the Commonwealth of Puerto Rico pursuant to Law Number 18 of October 30, 1975, as amended.

— HEADINGS —

—The titles to the paragraphs of this MOU are solely for reference purposes and convenience of the parties involved. They shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this MOU.

IN WITNESS THEREOF, the parties hereto execute this agreement on this ____ day of _____.

Carlos G. Laboy Díaz
Administrator
Puerto Rico Public Housing
Administration
Box 363188
San Juan PR 00936

Hon. Carlos A. López Rivera
Mayor
Municipality of Dorado
P O Box 588
Dorado, P.R. 00646



Benny Miranda & Associates, Inc.
Construction QC/QA Consultant

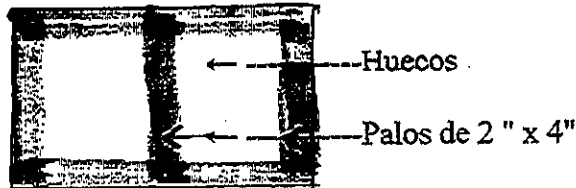
TRABAJOS A SER EJECUTADOS POR EL MUNICIPIO DE DORADO
UNA VEZ FIRMEN ACUERDO CON AVP SOBRE COSTOS Y TIEMPO

Verja alrededor de los "switch units" #1 y #2 (SU #1 y #2) frente al edificio #1 y alrededor de los edificios #3 y #4 (véase mapa).

Largo total = 575' (deberá verificarlo)

Condiciones:

- a) verja de alambre eslabonado (cyclone fence gage #9) a una altura de 6" (seis pies) con postes galvanizado de 2 1/2" separados a 10' (diez pies) y enterrados 24" (dos pies) con cemento. El tubo horizontal superior de la verja debe ser galvanizado de 1 1/4" y cable tensor en la parte inferior.
- b) tapar huecos de ventanas y puertas en los edificios #3 y #4 (aprox. 160 huecos). Se taparan con paneles de construcción de 4' x 8' x 3/4" fijadas con tornillos y expansiones en la pared. Los huecos al tamaño de un panel tendrán un marco dentro del hueco en palos de 2"x 4" en los cuatro lados y reforzados en el centro del hueco según dibujo.



- c) poner toping de 2" de cemento sobre piso de la cancha de baloncesto. Deberá ser una mezcla que evite grietas y le extienda una vida de dos (2) años. La cancha deberá ser marcada (pintada) para el uso de los residentes.
- d) instalación de focos en los techos para iluminar los siete (7) murales de los edificios #9, #8, #6, #5, #4, #3 y #1. Deberá instalarse dos (2) focos de 250 watts por cada mural alumbrando desde el techo (incluir foto-celda).
- e) Pintura:
 - 1) edificio #1 - pintura exterior con primer.
 - 2) edificio #2 - pintura exterior con primer.
 - 3) edificio #3 - pintura exterior con primer.
 - 4) edificio #4 - pintura exterior con primer.
 - 5) edificio #6- pintura final exterior.Nota: el área exterior de estos edificios es de 6080 fts.

M. Miranda
31 Junio de



Benny Miranda & Associates, Inc.
Construction QC/QA Consultant

- 6) edificio #7 - pintura frontal. (1235 fts.)
- 7) edificio #9 - pintura final exterior (una mano de primer y 2 manos de pintura final) (4560 fts. de área exterior)

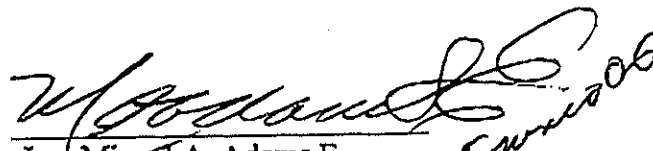
f) corregir piso de la placita frente al edificio #4.


g) pulido del piso del edificio #6 (8 aptos). (3900 fts)

Nota:

- 1. poner felpa de techo en la oficina de inspección y pintarla en su exterior.

Preparado por:


Ing. Miguel A. Adams E.
Inspector Residente


Doris Ann Gaetán
Líder Comunal
Adm. Vivienda Pública