

Estado Libre Asociado de Puerto Rico
Gobierno Municipal de Guaynabo
Asamblea Municipal

ORDENANZA

Número 32

Serie 1996-97

Presentada por: Administración


ORDENANZA DE LA HONORABLE ASAMBLEA MUNICIPAL DE GUAYNABO, ESTADO LIBRE ASOCIADO DE PUERTO RICO, PARA AUTORIZAR AL HONORABLE ALCALDE DE ESTE MUNICIPIO, O LA PERSONA EN QUIEN ESTE DELEGUE, A OTORGAR CONTRATO (COOPERATIVE AGREEMENT) CON EL U. S. DEPARTMENT OF AGRICULTURE PARA REHABILITAR EL CAUCE DE CAÑOS, RIOS Y QUEBRADAS EN LA JURISDICCION DEL MUNICIPIO DE GUAYNABO QUE SE HAN VISTO AFECTADOS POR EL PASO DEL HURACAN HORTENSE.

- Por Cuanto : El paso del Huracán Hortense ocasionó daños a nuestros caños, ríos y quebradas dejando a su paso grandes cantidades de sedimento y basura que necesitan ser removidos para la conservación del ambiente y protección a la vida y propiedad por razón de posibles inundaciones.
- Por Cuanto : El Departamento de Agricultura Federal (U. S. Department of Agriculture - Natural Resources Conservation Services) provee asistencia a los municipios que así lo soliciten para la rehabilitación de estas áreas en virtud de la sección 403 de la Ley del 1978 conocida en inglés como "Agricultural Credit Act of 1978".
- Por Cuanto : Es el propósito de esta Administración llevar a cabo estos trabajos de limpieza para el beneficio y seguridad de nuestros ciudadanos.
- Por Cuanto : Es necesario que la Asamblea Municipal de Guaynabo autorice al Honorable Alcalde, Héctor O'Neill García, a solicitar la ayuda federal en virtud de la ley antes mencionada, así como a otorgar el contrato o acuerdo de cooperación mutua para llevar a cabo los trabajos de limpieza antes mencionados.
- Por Cuanto : La autorización que antecede debe cubrir la facultad del Honorable Alcalde a ceder a dicha agencia federal o los contratistas que ésta tenga en la obra, a depositar en el Vertedero de Relleno Sanitario de este Municipio la basura y escombros removidos de las áreas objeto de limpieza por un término de 60 días a contar éste desde el comienzo de los trabajos.
- POR TANTO : ORDENESE POR ESTA ASAMBLEA MUNICIPAL DE GUAYNABO, PUERTO RICO, REUNIDA EN SESION ORDINARIA HOY, DIA 10 DE DICIEMBRE DE 1996.
- Sección 1ra. : Autorizar, como por la presente se autoriza, al Honorable Alcalde, Héctor O'Neill García, o a la persona en quien éste delegue, a otorgar un convenio cooperativo con el U. S. Department of Agriculture, para llevar a cabo las gestiones y trabajos necesarios según se indica en los por cuantos de esta ordenanza.
- Sección 2da. : Queda facultado y autorizado el Honorable Alcalde a ceder el uso del Vertedero de Relleno Sanitario de este Municipio, como parte de los términos y condiciones del Acuerdo, tal y como quedó establecido en el último Por Cuanto de esta Ordenanza.

Sección 3ra. : Se une a esta ordenanza copia del proyecto de convenio que habrá de otorgarse.

Sección 4ta. : Esta Ordenanza empezará a regir inmediatamente después de su aprobación y copia de la misma le será enviada a las agencias estatales y municipales que corresponda para los fines de rigor.


PRESIDENTE


SECRETARIA

Fue aprobada por el Hon. Héctor O'Neill García, Alcalde, el día 18 de diciembre de 1996.


ALCALDE

ASSURANCES AND CERTIFICATION RELATING TO REAL PROPERTY ACQUISITION

A. **PURPOSE** – This form is to be used by sponsor(s) to provide the assurances and certification to the Soil Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Soil Conservation Service.

B. **PROJECT MEASURES COVERED** –

Name of project Hurricane Hortense Emergency Watershed Protection (EWP) Projects
Various Exigency projects including debris and sediment (obstruction) removal
Identity of improvement or development from culverts and bridges, channel clearing and
shaping upstream and downstream, and related eligible EWP works.
Location Various streams throughout this Municipality which are under the
jurisdiction of this Municipality.

C. **REAL PROPERTY ACQUISITION ASSURANCE** –

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance is applicable, the undersigned sponsor(s) hereby agrees to comply, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. As a part of this assurance, any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Soil Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law involved.

D. **CERTIFICATION OF ADEQUACY OF REAL PROPERTY RIGHTS** –

The undersigned sponsor(s) hereby certifies that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

As a part of this certification, sponsor(s) understands that he is responsible, financially and otherwise, for any excess costs, including the cost of delays in installation, caused by his failure to obtain adequate real property rights and interests or taking required related actions.

A copy of each real property instrument or document, court document, or permit or license not previously furnished to the Soil Conservation Service, is attached hereto.

ATTACHMENT A - SPECIAL PROVISIONS

The signatories agree to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace

By signing this agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Service, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The sponsors certify that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

II. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, (7 CFR 3017)

(1) The sponsors certify to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary sponsor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

III. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017 and 3018 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.


IV. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

PERMISO USO VERTEDERO REGIONAL

El Municipio de Guaynabo autoriza a las empresas contratadas a disponer, en el Vertedero Regional de su Municipio, los desperdicios sólidos (corteza terrestre, sedimento, material vegetativo, chatarra, etc.) generados como resultado de las obras de reconstrucción y mejoras a realizarse en el Municipio de Guaynabo bajo el Programa de Emergencia para la Protección de Cuencas (EWP) auspiciado por el USDA - Servicio de Conservación de Recursos Naturales.

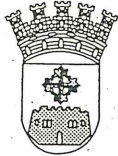
Este permiso incluirá todos los trabajos de emergencia a realizarse en su area con el propósito de reparar los daños causados por Huracán Hortense a las cuencas de ríos y quebradas. El permiso se extenderá por el período de sesenta (60) días a partir de la fecha de expedición.


FIRMA

HECTOR O'NEILL GARCIA
NOMBRE

ALCALDE
TITULO

FECHA



GOBIERNO MUNICIPAL DE GUAYNABO

Héctor O'Neill García

ALCALDE

22 de noviembre de 1996

AGRO. JUAN A. MARTINEZ
USDA/NRCS
P.O. BOX 364868
San Juan, Puerto Rico 00936-4868

Estimado señor Martínez:

Se dirige a usted Héctor O'Neill García, Alcalde del Municipio de Guaynabo, para solicitar ayuda federal a través del programa "Agricultural Credit Act Of 1978" sección 403 para rehabilitar el cause de caños, ríos y quebradas en la jurisdicción de nuestro Municipio, que se han visto afectados por el paso del Huracán Hortense por nuestra área.

Entendemos que como auspiciadores de los proyectos de emergencia a realizarse, nuestra responsabilidad incluye conseguir los permisos necesarios de colindantes y de construcción para la entrada y salida.

Agradecemos su gestión, ya que estos trabajos son necesarios para salvaguardar las vidas y propiedades de nuestro pueblo.

Para información adicional puede referirse al Sr. Pedro Pizarro, Director de Control Ambiental Municipal, quien ha sido designado la persona contacto al teléfono 720-0118.

Sin otro particular al cual hacer referencia, quedo

Cordialmente,

HECTOR O'NEILL GARCIA
Alcalde

Agreement No.: 69-F352-7-
State : Caribbean Area
EWP Exigency

COOPERATIVE AGREEMENT

Between

COMMONWEALTH OF PUERTO RICO
Municipality of GUAYNABO

and

U.S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service

THIS AGREEMENT is hereby made and entered into on this 22 day of November, 1996, by and between the Commonwealth of Puerto Rico, Municipality of GUAYNABO (hereinafter called the Municipality), also called the Sponsor, and the U.S. Department of Agriculture, Natural Resources Conservation Service (hereinafter called the Service).

LEGAL AUTHORITY: Public Law 81-516, Section 216 and Section 403 Title IV of the Agricultural Credit Act of 1978, Public Law 95-334.

WHEREAS, Hurricane Hortense has caused sudden watershed impairment which requires relief of hazards to life and property which qualify for Emergency Watershed Protection (EWP) assistance under this legislation, and

WHEREAS, the Commonwealth of Puerto Rico Department of Natural and Environmental Resources (DNER) and the Service have entered into Agreement 69-F352-7-23 whereby DNER and the Service will pay 100 percent of the cost of constructing the works described in Section A, and

WHEREAS, DNER does not have jurisdiction over lands where the works of improvement described in Section A will be constructed,

NOW THEREFORE, both the Service and the Municipality deem it mutually advantageous to the parties hereto to cooperate in this undertaking, and hereby agree as follows:

A. IT IS AGREED that the following-described work is to be performed:

Various EWP exigency projects throughout the Municipality that pose immediate threat of damage to life or property. Work will include debris and sediment (obstruction) removal from culverts and bridges, channel clearing and shaping upstream and downstream of the culverts and bridges, and related eligible EWP exigency work.

B. THE MUNICIPALITY AGREES TO:

1. For projects described in Section A, provide certification (Form NRCS-ADS-78) that real property rights have been acquired and obtain individual landowner permission forms.
2. Accept responsibility for excess costs resulting from its failure to obtain or its delay in obtaining adequate land and water rights, permits, and licenses needed for the works of improvement described in Section A.
3. At its expense, be responsible for all administrative matters necessary to arrange for and carry out the undertakings described in Section A and for resolving any disputes, claims or litigation that may result from them. These administrative matters include but are not limited to facilities, clerical

7. As a condition of this cooperative agreement, the Municipality assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, such as OMB Circulars A-110 (Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations-Uniform Administrative Requirements); A-87 (Cost Principles for State and Local Governments); and A-128 (Audits of State and Local Governments). All of the foregoing are hereby incorporated into this agreement by reference.

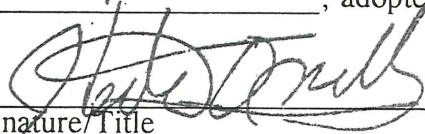
COMMONWEALTH OF PUERTO RICO
Municipality of Guaynabo

By: _____

Title: Mayor (Veice Mayor)

Date: November 22, 1996

The signing of this agreement was authorized by a resolution of the governing body of the Municipality of _____, adopted at a meeting held on _____.

 _____
Signature/Title

_____ Date

U. S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service

By: _____

Title: Director

Date: _____

ATTACHMENTS:

Attachment A: Special Provisions (3 pages)

Estado Libre Asociado de Puerto Rico
Gobierno Municipal de Guaynabo
Asamblea Municipal

C E R T I F I C A C I O N

YO, SRA. ASUNCION CASTRO DE LOPEZ, Secretaria de la Asamblea Municipal de Guaynabo, Puerto Rico, por medio de la presente certifico que la que antecede es una copia fiel exacta de la Ordenanza Núm. 32, Serie 1996-97, aprobada por la Asamblea en su sesión ordinaria del día 10 de diciembre de 1996.

CERTIFICO, ADEMÁS, que la misma fue aprobada por unanimidad de los miembros presentes en dicha sesión, los Hons. Julio Vega Rosario, Roberto López López, María del Carmen Rivera Hernández, Carmen Delgado Morales, Sonia Colón Santos, Marcos A. Díaz Laboy, Carlos M. Santos Otero, Nelson A. Miranda Hernández, William López Garcés, Maggie Ginés de Soto, Francisco Nieves Figueroa, Lillian Jiménez López, Ramón Ruiz Sánchez y Milagros Pabón.

Fue aprobada por el Hon. Héctor O'Neill García, Alcalde, el día 18 de diciembre de 1996.

EN TESTIMONIO DE TODO LO CUAL, libro la presente certificación bajo mi firma y el sello oficial del Municipio de Guaynabo, Puerto Rico, a los dieciocho días del mes de diciembre del año mil novecientos noventa y seis.

Asunción Castro de López