



AMENDMENT B

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT B TO SUBRECIPIENT AGREEMENT FOR
THE CITY REVITALIZATION PROGRAM
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
MUNICIPALITY OF BARCELONETA**

Contract No. 2021-DR0092
As amended by Contract No. 2021-DR0092A



THIS AMENDMENT B TO SUBRECIPIENT AGREEMENT FOR THE CITY REVITALIZATION PROGRAM, (hereinafter referred to as the "Amendment B") is entered in San Juan, Puerto Rico, this 21 day of July, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the "Department of Housing Governing Act" (hereinafter, "Organic Act"), with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, 00918, herein represented by Hon. William O. Rodríguez Rodríguez, of legal age, single, attorney and resident of San Juan, Puerto Rico, in his capacity as Secretary; and the **MUNICIPALITY OF BARCELONETA** (hereinafter, "SUBRECIPIENT"), an Autonomous Municipality, with principal offices at Barceloneta, Puerto Rico, represented herein by its Mayor, Hon. Wanda J. Soler Rosario, of legal age, married, and resident of Barceloneta, Puerto Rico, collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on February 12, 2021, the Parties entered into a Subrecipient Agreement for the City Revitalization Program for a period of **thirty-six (36) months** from the day of its execution, ending on February 12, 2024, registered as Contract No. 2021-DR0092 (hereinafter, "the Subrecipient Agreement").

WHEREAS, the PRDOH awarded to the SUBRECIPIENT **ONE MILLION TWO HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS AND FIFTY-ONE CENTS (\$1,247,684.51)**, from Accounts: **R02M27CR-DOH-LM-6090-01-000** and **R02M27CR-DOH-UN-6090-01-000**.

WHEREAS, as per Article IX of the Subrecipient Agreement, the Subrecipient Agreement may be amended provided that such amendments make specific reference to the Subrecipient Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each party, and approved by PRDOH.

WHEREAS, the Subrecipient Agreement was amended on June 2, 2021, through Amendment A, registered as Contract No. No. 2021-DR0092A, to increase the total authorized budget awarded for an adjusted total amount of **NINE MILLION FIVE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS AND THIRTY-NINE CENTS (\$9,513,594.39)**, from Accounts: **R02M27CR-DOH-LM-6090-01-000** and **R02M27CR-DOH-UN-6090-01-000**.

WHEREAS, the Parties wish to amend **Exhibit C** ("Key Personnel") and **Exhibit D** ("Budget") of the Subrecipient Agreement, as amended, to include fringe benefits for the Staff Positions and to include budget for the Compliance Manager Staff Position. (See **Attachment I**).

WHEREAS, this Amendment B is not intended to affect, nor does it constitute an extinctive novation of the obligations of the Parties under the Subrecipient Agreement, as amended, but is rather a modification and amendment of certain terms and conditions under the Subrecipient Agreement.

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

WHEREAS, the SUBRECIPIENT has the legal power and authority, in accordance with its enabling statute, the Puerto Rico Municipal Code, Law No. 107 of August 14, 2020 authorizing the SUBRECIPIENT to enter into this Amendment B with the PRDOH, and by signing this Amendment B, the SUBRECIPIENT assures PRDOH that it shall comply with all the requirements described herein.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the SUBRECIPIENT agree as follows:

II. AMENDMENT

- A. The Parties agree to amend **Article II ATTACHMENTS** to replace **Exhibit C** ("Key Personnel") with an **Exhibit C** ("Key Personnel") amended. (See **Attachment II**).
- B. The Parties agree to amend **Article II ATTACHMENTS** to replace **Exhibit D** ("Budget") with an **Exhibit D** ("Budget") amended. (See **Attachment III**).
- C. All other terms and conditions of the Subrecipient Agreement, as amended, remain unchanged.

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this AMENDMENT A to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this AMENDMENT A and any subsequent amendment hereto. The services object of this AMENDMENT A may not be invoiced or paid until this AMENDMENT A has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

VI. ENTIRE AGREEMENT

The SUBRECIPIENT AGREEMENT, as amended, constitutes the entire agreement among the PARTIES for the use of funds received under the SUBRECIPIENT AGREEMENT, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the PARTIES with respect to the SUBRECIPIENT AGREEMENT, as amended.

WJSR
WJSR

WJRR
WJRR

VII. FEDERAL FUNDING

The fulfillment of the SUBRECIPIENT AGREEMENT, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the SUBRECIPIENT AGREEMENT, as amended, must be made in accordance with the SUBRECIPIENT AGREEMENT, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, the SUBRECIPIENT acknowledges that all funds are subject to recapture and repayment for non-compliance.

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

WJRR
WJRR
PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee

William O. Rodríguez Rodríguez
By: William O. Rodríguez Rodríguez (Jul 21, 2021 15:39 EDT)

Name: William O. Rodríguez Rodríguez, Esq.
Title: Secretary

SUBRECIPIENT

Wanda J. Soler Rosario
By: Wanda J. Soler Rosario (Jul 21, 2021 13:59 EDT)

Name: Hon. Wanda J. Soler Rosario
Title: Mayor of the Municipality of Barceloneta
DUNS Number: 091119008



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

June 21, 2021

Maytte Texidor, Esq.
CDBG-DR Legal Director

William O. Rodríguez Rodríguez, Esq.
Secretary Department of Housing

Marelie Díaz Sánchez, Esq. *MBS*
Disaster Recovery Deputy Secretary

**Re: CDBG-DR City Revitalization Program Subrecipient Agreement (SRA)
Amendment Request to SRA 2021-DR0092A
between the PRDOH and the Municipality of Barceloneta**

This is a request for amendment of Exhibit C – Key Personnel and Exhibit D - Budget of current SRA. The Municipality is requesting to modify SRA's Exhibit C - Key Personnel budget as follows:

Staff Position	New Amount
Manager	\$214,740.00
Coordinator	\$202,179.60
Financial Manager	\$122,630.40
Financial Assistant	\$0.00
Compliance Manager	\$135,190.80
Outreach and Community Coordinator	\$172,872.00
Administrative Assistant	\$0.00


Total amount \$847,612.80

The reason for this request is to include fringe benefits that were not considered in current budgets for the staff positions and to include budget for the Compliance Manager staff position. To increase the amounts, budget from Item 2 - Professional Services in SRA's Exhibit D will be reduced to \$1,055,106.08 and budget from Item 1 - Self-Performed Services will be increased to \$847,612.80. The Total Authorized Budget amount in Exhibit D will remain unchanged.

Should you have any questions or concerns, please feel free to contact me at your convenience.

Sincerely,

Shirley Birriel Osorio 
Deputy Director, Infrastructure Grant Management



William O. Rodríguez Rodríguez, Esq.
Secretary Department of Housing

Maretzie Díaz Sánchez, Esq.
Disaster Recovery Deputy Secretary

WJSR
WJSR

WORR
WORR

EXHIBIT C

KEY PERSONNEL

CITY REVITALIZATION PROGRAM

MUNICIPALITY OF BARCELONETA


WJSR


WORR

The following table shows the Key Personnel staffing plan for the Municipality of Barceloneta ("the Subrecipient") that will be participating of the City Revitalization Program (Program) as part of the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. This information reflects a combination existing employees or new hired employees that will be participating on the Program.

I. Staff positions and maximum budget

[A] Name of Staff Position (Subrecipient Self-Performed Services)	[B] Staff Position Maximum Budget (for 36 months)
Manager	\$214,740.00
Coordinator	\$202,179.60
Financial Manager	\$122,630.40
Financial Assistant	\$0.00
Compliance Manager	\$135,190.80
Outreach and Community Coordinator	\$172,872.00
Administrative Assistant	\$0.00

II. Staff positions Roles Description:

WJSR
WJSR

WJRR
WJRR

Name of Position	Role Description
Manager	Subrecipient's key staff leading the staff and managing CDBG-DR Program activities including communications, meetings, documentation, compliance, procurements, contracting, project development, invoicing, and reporting.
Coordinator	Subrecipient's key staff providing support to coordinate CDBG-DR Program activities including communications, meetings, documentation, compliance, procurements, contracting, project development, invoicing, and reporting.
Financial Manager	Subrecipient's key staff leading CDBG-DR Program financial related activities including policies, procedures, controls, payroll, budget management, invoicing, accounting, and reporting.
Financial Assistant	Subrecipient's key staff providing assistance regarding CDBG-DR Program financial related activities including policies, procedures, controls, payroll, budget management, invoicing, accounting, and reporting.
Compliance Manager	Subrecipient's key staff managing all CDBG-DR Program compliance related activities including policies, procedures, training, monitoring, and reporting.
Outreach and Community Coordinator	Subrecipient's key staff coordinating and supporting to CDBG-DR Program activities regarding outreach and communications with community.
Administrative Assistant	Subrecipient's key staff aiding and supporting in CDBG-DR Program administrative activities including communications, meetings, documentation, compliance, procurements, contracting, project development, invoicing, and reporting.

III. Notes:

- Staff positions names, in column [A], are generic names assumed to designate roles to Subrecipient's staff, therefore these positions names may not necessarily coincide to current positions within Subrecipient's roster of employees.
- Subrecipient will request authorization before any staff performs any work for the CDBG-DR Program, the request shall be completed submitting a standard form provided by PRDOH. Failure to obtain staff authorization from PRDOH, will result in payroll payment deduction for each unauthorized staff.
- Subrecipient may use one or more of its employees for each of the approved staff positions, therefore the maximum budget shall consider the summary of payroll costs for employees authorized for the position.
- Subrecipient may recruit new employees to fill-in staff positions included in column [A] that are not occupied at the start date of this agreement.
- Subrecipient shall require to each staff position daily time entry reports with a description of work performed during the report period.
- Staff Position Maximum Budget, shown in column [B], represent to total budget authorized for Subrecipient's personnel working as a staff position for the CDBG-DR Program.
- The Staff Position Maximum Budget shall be considered as the total authorized budget for the term of the agreement for each Subrecipient's staff position.
- After this agreement is executed, the Subrecipient may request in writing an amendment to modify the distribution of budgeted amounts for any of the positions.
- The total authorized available budget for all Subrecipient's staff positions will be established in Budget Exhibit of this agreement. The specific amount will be indicated in item described as "Subrecipient Self-Performed Services" of Budget Exhibit.

EXHIBIT D - BUDGET

CITY REVITALIZATION PROGRAM

MUNICIPALITY OF BARCELONA

1. Total Allocation and Authorized Budget

- WJSR

WJSR

a) The Puerto Rico Department of Housing (PRDOH) designated to the Municipality of Barceloneta ("the Subrecipient") a total allocation amount of \$9,513,594.39 for the City Revitalization Program.

b) The maximum authorized budget for the Subrecipient Self-Performed Services shall be according to the total staff position maximum budget established in Exhibit C – Key Personnel.

2. Distribution of Authorized Maximum Budget

- a) The maximum budget amount shall be distributed in the following three (3) items:

Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services	\$847,612.80
2	Professional Services (Contracted)	\$1,055,106.08
3	Construction Services (Contracted)	\$7,610,875.51

Total Authorized Budget: \$9,513,594.39

3. Budget Re-Distribution

- a) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown above without exceeding the Total Authorized Budget.
- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the redistribution cannot be considered as authorized.
- c) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

END OF DOCUMENT









AMENDMENT B_2021-DR0092

Final Audit Report

2021-07-21

Created:	2021-06-30
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAaw5GWD_mXAOpIsEBkurruH8GpCZml74yi

"AMENDMENT B_2021-DR0092" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2021-06-30 - 5:46:28 PM GMT- IP address: 196.28.53.20
-  Document emailed to Wanda J. Soler Rosario (wsoler@barceloneta.pr.gov) for signature
2021-06-30 - 5:49:45 PM GMT
-  Email viewed by Wanda J. Soler Rosario (wsoler@barceloneta.pr.gov)
2021-07-21 - 5:57:43 PM GMT- IP address: 66.50.78.99
-  Document e-signed by Wanda J. Soler Rosario (wsoler@barceloneta.pr.gov)
Signature Date: 2021-07-21 - 5:59:17 PM GMT - Time Source: server- IP address: 66.50.78.99
-  Document emailed to William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov) for signature
2021-07-21 - 5:59:19 PM GMT
-  Email viewed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
2021-07-21 - 7:38:58 PM GMT- IP address: 104.47.65.254
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2021-07-21 - 7:39:48 PM GMT - Time Source: server- IP address: 196.28.53.20
-  Agreement completed.
2021-07-21 - 7:39:48 PM GMT



Adobe Sign