

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

AMENDMENT B TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF SAN GERMÁN



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT B**") is entered into this 24 day of May, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (the "**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the "**Department of Housing Organic Act**" (the "**Organic Act**"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the Municipality of San Germán (the "**Subrecipient**"), a local government legal entity, with principal offices at San Germán, Puerto Rico, represented herein by its Mayor, Hon. Virgilio Olivera Olivera, of legal age, single, and resident of San Germán, Puerto Rico; collectively the "**Parties**".

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**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on December 17, 2020 the Parties entered into a Subrecipient Agreement, Contract Number 2021-DR0065 (hereinafter, "**the Agreement**"), for the amount of **ONE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS WITH ZERO CENTS (\$145,780.00)**, for the Subrecipient to undertake its planning activities under the Municipal Recovery Planning Program ("**MRP**" or "**the Program**"). The Parties agreed on a performance period of **TWELVE (12)** months from the day of the execution of the Agreement, ending on **December 17, 2021**.

**WHEREAS**, as per Section IX (A) of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

**WHEREAS**, on December 15, 2021 the Agreement was amended through Amendment A, registered as Contract No. 2021-DR0065A, to amend **Section V** (Effective Date and Term) to extend the term of the Agreement for an additional period of **six (6)** months, ending **June 17, 2022**. The aforementioned modification to the Agreement extension, as well as updates to the Program guidelines, changes in law and of several applicable legal citations, required the incorporation by reference to the Agreement of modified versions of the following Exhibits (which were replaced): **Exhibit A** (Scope of Work), **Exhibit B** (Timeline and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit F** (Hud General Provisions and Other Federal Statutes), **Exhibit G** (Special Conditions) and **Exhibit H** (Subrogation and Assignment Provisions).

**WHEREAS**, this **AMENDMENT B** does not constitute an extinctive novation of the obligations of the parties under the 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 to enter into this **AMENDMENT B** with the PRDOH, in accordance with Article 1.008(q) of Act No. 107 of August 14, 2020, also known as the Puerto Rico Municipal Code, 21 L.P.R.A. § 7013(q); 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 to execute this **AMENDMENT B** subject to the following:

**II. TERMS AND CONDITIONS**

**A. SAVINGS CLAUSE**

The information included in this **AMENDMENT B** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following sections B and C of this **AMENDMENT B**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

**B. SCOPE OF THE AMENDMENT**

The Parties acknowledge and agree that this **AMENDMENT B** entails a modification of the **PERIOD OF PERFORMANCE** and **END DATE** of the Agreement. The Subrecipient requested a contract extension of **TWO (2)** months to continue undertaking its planning activities under the Program. Such activities were delayed due to the following issues:

- 1) Lack of proposers in their Request for Proposal (RFP) processes resulting in multiple publications and/or courtesy review requests.
- 2) Municipal key personnel turnover due to administration changes and/or hiring difficulties resulting in the accumulation of administrative tasks as well as additional program area sessions to clarify/explain program details.
- 3) Closure of Municipal facilities due to COVID-19 active cases.

Therefore, modifications to **Section V (EFFECTIVE DATE AND TERM)** of the Agreement are being introduced via this **AMENDMENT B**. As stated before, all other provisions of the original Agreement, including the total BUDGET amount, remain unaltered.

**C. AMENDMENTS**

As per **Subsection A (Contract Extension)** of **Section V (EFFECTIVE DATE AND TERM)** of the Agreement, the aforementioned section is being amended as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement [as amended] is a maximum of **TWENTY (20) months** from the date of its execution, ending in **August 17, 2022**.*

[...]

*The End of Term shall be the later of: (i) **August 17, 2022**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements<sup>1</sup> have been satisfied or, where no Close-Out Requirements are applicable to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.*

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**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 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 B** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT B** and any subsequent amendment hereto. The services object of this **AMENDMENT B** may not be invoiced or paid until this **AMENDMENT B** 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 Agreement, as amended, constitutes the entire agreement among the Parties for the use of funds received under the 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 Agreement, as amended.

**VII. FEDERAL FUNDING**

The fulfillment of the 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 Agreement, as amended, must be made in accordance with the 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.

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

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

William O. Rodríguez Rodríguez  
By: William O. Rodríguez Rodríguez (May 24, 2022 18:36 EDT)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

**MUNICIPALITY OF SAN GERMÁN**  
**Subrecipient**

Virgilio Olivera Olivera  
By: Virgilio Olivera Olivera (May 24, 2022 14:55 EDT)  
Name: Virgilio Olivera Olivera  
Title: Mayor

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# SAN GERMAN AMENDMENT B MRP

Final Audit Report

2022-05-24

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