



**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 CIALES**



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, "**AMENDMENT B**") is entered into this 4 day of agosto, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("**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**" ("**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 CIALES ("**Subrecipient**"), a local government legal entity, with principal offices at CIALES, Puerto Rico, represented herein by its Mayor, Hon. Alexander Burgos Otero, of legal age, single, and resident of Ciales, Puerto Rico; collectively the "Parties".

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 15, 2021, the Parties entered into a Subrecipient Agreement, Contract Number 2022-DR0163 (hereinafter, "**Agreement**"), for the amount of **four hundred thirteen thousand two hundred sixty-two dollars (\$413,262.00)** for the Subrecipient to undertake its planning activities under the Municipal Recovery Planning Program ("**MRP**"). The Parties agreed on a performance period of **twelve (12) months** from the day of the execution of the Agreement, ending on **September 14, 2022**.

WHEREAS, on January 26, 2022, the Parties entered into Amendment A, Contract Number 2022-DR0163A (hereinafter, "**Amendment A**"), to amend the Exhibit D with a redistribution of the budget for the Subrecipient to continue undertaking its planning activities under the MRP. Moreover, total budget remains unaltered.

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, 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.

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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 **SEVEN (7) MONTHS** to continue undertaking its planning activities under the Program. 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.

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C. AMENDMENTS

- a. 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 **nineteen (19) months** from the date of its execution, ending on **April 14, 2023**.*

[...]

*The End of Term shall be the later of: (i) **April 14, 2023**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ 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.*

[...]

- b. The Parties agree to amend **Section XII. CDBG-DR POLICIES AND PROCEDURES** as follows:

In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict

of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

c. The Parties agree to add **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** as follows:

The Subrecipient must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under 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 thereto. 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.

VIII. COMPLIANCE WITH INSURANCE & BONDING REQUIREMENTS

PRDOH will execute this Amendment B conditioned to the submission by the Subrecipient of the required insurance policies within **thirty (30)** calendar days of the signing of this Amendment B. Failure to comply with the submission of the insurance policies may result in the withholding of reimbursements or the termination of the Agreement.

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

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PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR
Grantee

William O. Rodríguez Rodríguez

By: William O. Rodríguez Rodríguez (Aug 4, 2022 13:48 EDT)

Name: William O. Rodríguez Rodríguez

Title: Secretary

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MUNICIPALITY OF CIALES
Subrecipient

Alexander Burgos Otero

By: Alexander Burgos Otero (Aug 4, 2022 11:29 EDT)

Name: Alexander Burgos Otero

Title: Mayor


CIALES - AMENDMENT B - MRP


Final Audit Report


2022-08-04


Created:	2022-08-04
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-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
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