



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

**AMENDMENT C to the
SUBRECIPIENT AGREEMENT
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING
AND THE
MUNICIPALITY OF RINCÓN**



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This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT C**") is entered into this 3 day of September, 2021, 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 L.P.R.A. § 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, Esq., of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **MUNICIPALITY OF RINCÓN** (the "**SUBRECIPIENT**"), a Municipality with principal offices at Rincón, Puerto Rico, represented herein by its Mayor, Carlos D. López-Bonilla, of legal age, married, and resident of Rincón, Puerto Rico, collectively the "**PARTIES**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on January 27, 2020, the PRDOH and the SUBRECIPIENT executed a Subrecipient Agreement, Contract Number 2021-DR0078 (hereinafter, "**SUBRECIPIENT AGREEMENT**") for **\$1,097,526.28** for a period of performance ending in January 26, 2024; for the SUBRECIPIENT to undertake activities under the **City Revitalization Program** (hereinafter, the "**PROGRAM**"). The focus of the PROGRAM is to establish a fund for municipal governments and eligible entities to enable a variety of critical recovery activities aimed at reinvigorating downtown areas, urban centers, and key community corridors;

WHEREAS, the Parties agreed to modify the SUBRECIPIENT AGREEMENT via Amendment A, Contract No. 2021-DR0078A, executed on June 8, 2021. In summary, the Amendment A served the purpose of: incorporating, replacing, removing, renumbering, modifying, and amending multiple terms and conditions of the Agreement;

WHEREAS, the Parties agreed to modify the SUBRECIPIENT AGREEMENT via Amendment B, Contract No. 2021-DR0078B, executed on June 21, 2021.

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

WHEREAS, it is the intention of the parties to modify and amend certain terms of the SUBRECIPIENT AGREEMENT, specifically a modification of the **Exhibit C**, attached to the aforementioned Agreement; (**See Attachment I of this Amendment C**).

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 but it is rather a modification and amendment of certain terms of the SUBRECIPIENT AGREEMENT, specifically the **Exhibit C**, attached to the aforementioned Agreement;

WHEREAS, this AMENDMENT C does not affect the term nor the overall amount of the SUBRECIPIENT AGREEMENT.

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, as amended, *supra*, the federal laws and regulations creating and allocating funds to the CDBG-DR program, and the current Action Plan, to issue and award the subaward, enter and perform under the executed SUBRECIPIENT AGREEMENT; and,

WHEREAS, the Municipality has the legal power and authority, in accordance with its enabling statute, the Puerto Rico Municipal Code, Act No. 107 of August 14, 2020 authorizing the Municipality to enter into this **AMENDMENT C** with the PRDOH, and by signing this **AMENDMENT C**, the Municipality 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 in the SUBRECIPIENT AGREEMENT, the PRDOH and the SUBRECIPIENT agree to execute this AMENDMENT C subject to the following:

TERMS AND CONDITIONS

II. SAVINGS CLAUSES

The information included in this AMENDMENT C serves the purpose of modifying and amending certain terms and conditions under the SUBRECIPIENT AGREEMENT, including any modified Exhibits. All provisions of the original SUBRECIPIENT AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT C. The Total Authorized budget included in the SUBRECIPIENT AGREEMENT shall not be changed.

III. ATTACHMENT

The information included in this AMENDMENT C serves the purpose of modifying and amending certain terms under the SUBRECIPIENT AGREEMENT specifically the **Exhibit C**. All other provisions of the SUBRECIPIENT AGREEMENT and Exhibits shall continue to be in full force and effect.

IV. SCOPE OF AMENDMENT

The PRDOH and the SUBRECIPIENT have agreed to enter into this AMENDMENT C with the purpose of modifying certain sections of the existing SUBRECIPIENT AGREEMENT specifically **Exhibit C KEY PERSONNEL**.

V. AMENDMENTS¹

The parties intend to amend **EXHIBIT C, KEY PERSONNEL**, of the SUBRECIPIENT AGREEMENT, to address a modification with the budgets identified for the Financial Manager and Compliance Manager; where the budget that was originally identified for the Financial manager was moved to the position of Compliance Manager (**See Attachment II of this Amendment C**).

VI. SEVERABILITY

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

¹ For easier review, Amendments will appear in *italics* throughout the document.

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VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this AMENDMENT C 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 C.

VIII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this AMENDMENT C to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this AMENDMENT C and any subsequent amendment hereto. The services object of this AMENDMENT C may not be invoiced or paid until this AMENDMENT C 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.

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IX. 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.

X. 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.

XI. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Subrecipient Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Subrecipient Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

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

PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Sep 3, 2021 15:35 EDT)
Name: William O. Rodríguez Rodríguez, Esq.
Title: Secretary

SUBRECIPIENT

Carlos D. López Bonilla
By: Carlos D. López Bonilla (Sep 3, 2021 15:27 EDT)
Name: Carlos D. López-Bonilla
Title: Mayor of the Municipality of Rincón
DUNS: 140207247

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August 3, 2021

Maytte Texidor, Esq.
CDBG-DR Legal Director

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

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

VISTO BUENO
Lcdo. William O. Rodríguez Rodríguez
Secretario

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Re: CDBG-DR City Revitalization Program Subrecipient Agreement (SRA)
Amendment Request to SRA 2021-DR0078
between the PRDOH and the Municipality of Rincón

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

Staff Position	New Amount
Manager	\$35,000.00
Coordinator	\$15,000.00
Financial Manager	\$10,000.00
Financial Assistant	\$0.00
Compliance Manager	\$0.00
Outreach and Community Coordinator	\$10,000.00
Administrative Assistant	\$0.00
Total amount	\$70,000.00

The reason for this amendment is to address an error with the budgets identified for the Financial Manager and Compliance Manager; where the budget that was originally identified for the Financial manager was moved to the position of Compliance Manager.

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

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ATTACHMENT II

EXHIBIT C
KEY PERSONNEL

CITY REVITALIZATION PROGRAM
MUNICIPALITY OF RINCÓN

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The following table shows the Key Personnel staffing plan for the Municipality of Rincón ("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	\$35,000.00
Coordinator	\$15,000.00
Financial Manager	\$10,000.00
Financial Assistant	\$0.00
Compliance Manager	\$0.00
Outreach and Community Coordinator	\$10,000.00
Administrative Assistant	\$0.00

II. Staff positions Roles Description:

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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:

1. 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.
2. 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.
3. 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.
4. 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.
5. Subrecipient shall require to each staff position daily time entry reports with a description of work performed during the report period.
6. 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.
7. 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.
8. 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.
9. 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.









RINCON – CRP - AMENDMENT C - SRA

Final Audit Report

2021-09-03

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