



## AMENDMENT B

### COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) CITY REVITALIZATION PROGRAM

#### AMENDMENT B TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND THE MUNICIPALITY OF MANATÍ



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT B**") is entered into this 2 day of February, 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 MANATÍ** (the "**Subrecipient**"), a Municipality, with principal offices at MANATÍ, Puerto Rico, represented herein by its Mayor, Hon. José Sánchez González, of legal age, single, and resident of MANATÍ, Puerto Rico; collectively the "Parties".

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on **February 12, 2021**, the PRDOH and the Subrecipient executed a Subrecipient Agreement, **Contract Number 2021-DR0093** (hereinafter, the "**Agreement**") for **one million four hundred sixty-one thousand twenty-six dollars and sixty-three cents (\$1,461,026.63)** for the Subrecipient to undertake its activities under the **City Revitalization Program** (hereinafter, "**the Program**").

**WHEREAS**, on **August 05, 2021**, the PRDOH and the Subrecipient executed an **AMENDMENT A**, **Contract Number 2021-DR0093A** (hereinafter, the "**AMENDMENT A**") to increase the Total Authorized Budget for **eleven million one hundred forty thousand three hundred twenty-eight dollars and three cents (\$11,140,328.03)** for the Subrecipient to continue carrying out its activities under the **City Revitalization Program** (hereinafter, "**the Program**").

**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, but is rather a modification and amendment of certain terms and conditions under the Agreement, including any modified Exhibits.

**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, Act No. 107 of August 14, 2020, 21 LPRA § 7001 *et seq.*, 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 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, including any modified Exhibits. All provisions of the original Agreement shall continue to be in full force and effect, as amended by this **AMENDMENT B**.



**B. SCOPE OF THE AMENDMENT**

  
W. J. J.

The Parties acknowledge and agree that this **AMENDMENT B** encompasses a modification of the **AGREEMENT** as well as of the **Exhibit C (Key Personnel)** and **Exhibit D (Budget)** of the Agreement. (See **Attachment I and II**).

The new updated version of the **Exhibit C (Key Personnel)**, added a Procurement Manager position, and eliminated Financial Manager and Archaeologist positions which is incorporated by reference to the Agreement via this **AMENDMENT B (See Attachment III)**.

In addition the new updated version of the **Exhibit D (Budget)** includes a redistribution of Subrecipient Self-Performed Services and Professional Services (Contracted) items. An additional budget item, identified as Publications, is being incorporated to the aforementioned Exhibit D (Budget) which is incorporated by reference to the Agreement via this **AMENDMENT B (See Attachment IV)**.

In sum, the Total Authorized Budget amount of the Exhibit D (Budget) remains unaltered.

**C. AMENDMENTS**

- a. The following Exhibit is being replaced by a modified Exhibit:
  - i. **Exhibit C** (Key Personnel) of the Agreement is being replaced by a modified **Exhibit C** (Personnel) hereto incorporated by reference into the Agreement. (See **Attachment III**).
  - ii. **Exhibit D** (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement. (See **Attachment IV**).

**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 (Feb 2, 2022 11:36 AST)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary  
DUNS Number: 125967484

**MUNICIPALITY OF MANATÍ  
Subrecipient**

José Sánchez González  
By: José Sánchez González (Feb 2, 2022 10:58 AST)  
Name: José Sánchez González  
Title: Mayor of the Municipality Manatí  
DUNS Number: 091106013

8 de diciembre de 2021

CDBG-DR-City Revitalization Program  
Departamento de la Vivienda  
Ave. Barbosa 606  
San Juan 00928

**RE: SOLICITUD ENMIENDA ACUERDO DEL SUBRECIPIENTE PARA PERSONAL IDENTIFICADO BAJO 'KEY PERSONNEL' DEL PROGRAMA CDBG-DR-CRP.**

Solicitamos los siguientes cambios en nuestro personal clave 'Key Personnel' autorizado para el Municipio de Manatí, estos cambios se solicitaron y enviaron previamente (personal clave, hojas de autorización y NTP firmado) por correo electrónico el 12 de mayo de 2021 a CDBG-DR-CRP (City Revitalization).

Se necesitará una enmienda al Acuerdo del Subrecipiente (SRA) para el 'Exhibit C', donde se elimina el puesto de Arqueólogo 'Archaeologist' debido a que el recurso ya no estará disponible por razones de salud y el mismo será reemplazado por un Gerente de Adquisiciones, el puesto de Gerente de Adquisiciones lo ocupará la Sra. Glenda Padilla Quiñones.

Además, se solicita la eliminación de la posición 'Financial Manager' debido a que el Subrecipiente no tiene necesidad de la misma.


Position	Budget	Authorized Person as per CRP Platform	Changes to be Requested	Date Started
Manager	\$22,000.00	Victor M. González Narváez		
Outreach and Community Coordinator	\$ 19,000.00	Myrna Beltrán Cintrón		2/24/2021
Compliance Manager	\$ 20,000.00	Melba Ramírez Cadena		2/24/2021
Archaeologist	\$ 15,000.00	Carlos Ayes Suárez	SRA Ammendment for Position Replacement with Glenda Padilla Quiñones as Procurement Manager.	2/24/2021
Financial Assistance	\$ 15,000.00	Graciela Cruz Cortés		4/12/2021
Financial Manager	\$ 19,000.00	Damián Pabón Colón	Elimination of this position from Key Personnel. Subrecipient have no need of this position.	2/24/2021
Coordinator	\$ 22,000.00	Ramon M. Febles Rodríguez		4/12/2021
Administrative Assistant	\$ 14,000.00	Melba Ramírez Cadena		2/24/2021



Agradezco la diligencia a la petición presentada y el respaldo a nuestro pueblo.

De surgir cualquier dudas o preguntas puede comunicarse al (787) 854-2024, ext. 2070/2080.

Cordialmente,

  
José A. Sánchez González  
Alcalde

  
JA

  
WOPR

# Attachment II



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

January 19, 2022

Maytte Texidor, Esq.  
CDBG-DR Legal Director

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

Marezie Díaz Sánchez, Esq.  
Disaster Recovery Deputy Secretary

**VISTO BUENO**

Lcdo. William O. Rodríguez Rodríguez  
Secretario

Re: CDBG-DR City Revitalization Program Subrecipient Agreement (SRA)

By way of this communication, we hereby request an amendment to the Subrecipient Agreement between PRDOH and the Municipality of Manatí for the City Revitalization Program. The amendment is requested for: *Exhibit C – Key Personnel and D – Budget* of the Agreement. The Municipality of Manatí has determined that to complete the procurement processes for the Program it is necessary to have the position of Procurement Manager with budgeted amount. They will also eliminate the position of Financial Manager and Archaeologist. Additionally, a new budget item, named "Publications" will be added to the Exhibit D – Budget, with a budgeted amount of \$10,000.00 that will be decreased from the budgeted amount of the Professional Services item.

	Previous Amount	New Amount
Subrecipient Self-Performed Services	\$146,000.00	\$127,000.00
Professional Services	\$2,082,065.61	\$2,091,065.61
Construction Services	\$8,912,262.42	\$8,912,262.42
Publications	-	\$10,000.00
Equipment	-	\$ 0.00
Other Operating	-	\$ 0.00

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

Sincerely,

Shirley Birriel Osorio  
Director, Infrastructure Grant Management



## EXHIBIT C

### KEY PERSONNEL

#### CITY REVITALIZATION PROGRAM

*[Signature]*

#### MUNICIPALITY OF MANATÍ

*WRR*  
WRR

The following table shows the Key Personnel staffing plan for the Municipality of Manatí ("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	\$22,000.00
Coordinator	\$22,000.00
Financial Assistance	\$15,000.00
Compliance Manager	\$20,000.00
Outreach and Community Coordinator	\$19,000.00
Administrative Assistant	\$14,000.00
Procurement Manager	\$15,000.00

## II. Staff positions Roles Description:

Name of Position	Role Description
<b>Manager</b>	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.
<b>Coordinator</b>	Subrecipient's key staff providing support to coordinate CDBG-DR Program activities including communications, meetings, documentation, compliance, procurements, contracting, project development, invoicing, and reporting.
<b>Procurement Manager</b>	Responsible for the efficient management and coordination of all procurement-related services related to the CDBG-DR Program. Must ensure compliance with Puerto Rico, PRDOH and HUD requirements related to procurement package development and solicitation. Will work closely with PRDOH.
<b>Financial Assistant</b>	Subrecipient's key staff providing assistance regarding CDBG-DR Program financial related activities including policies, procedures, controls, payroll, budget management, invoicing, accounting, and reporting.
<b>Compliance Manager</b>	Subrecipient's key staff managing all CDBG-DR Program compliance related activities including policies, procedures, training, monitoring, and reporting.
<b>Outreach and Community Coordinator</b>	Subrecipient's key staff coordinating and supporting to CDBG-DR Program activities regarding outreach and communications with community.
<b>Administrative Assistant</b>	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

#### 1. Total Allocation and Authorized Budget

- a) The Puerto Rico Department of Housing (PRDOH) designated to the Municipality of Manatí ("the Subrecipient") a total allocation amount of \$11,140,328.03 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.

JL

WRR  
WRR

#### 2. Distribution of Authorized Maximum Budget

- a) The maximum budget amount shall be distributed in the following six (6) items:

Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services	\$127,000.00
2	Professional Services (Contracted)	\$2,091,065.61
3	Construction Services (Contracted)	\$8,912,262.42
4	Publications	\$10,000.00
5	Equipment	\$ 0.00
6	Operational Costs	\$ 0.00

**Total Authorized Budget:** \$11,140,328.03

#### 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.

# MANATÍ - AMENDMENT B

Final Audit Report

2022-02-02

Created:	2022-01-20
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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