



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

**AMENDMENT A TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF SABANA GRANDE  
Contract No. 2022-DR0105**



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT A**") is entered into this 25 day of January, 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 LPRÁ § 441 *et seq.*, known as the "**Department of Housing Organic Act**" (hereinafter, 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 Sabana Grande (hereinafter, the "**Subrecipient**"), a local government legal entity, with principal offices at Sabana Grande, Puerto Rico, represented herein by its Mayor, Hon. Marcos Gilberto Valentín Flores, of legal age, mayor, married, and resident of Sabana Grande, Puerto Rico; collectively the "Parties".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on August 13, 2021, the Parties entered into a Subrecipient Agreement, Contract Number 2022-DR0105 (hereinafter, "**the Agreement**"), for the amount of **eight million nine hundred thirty-eight thousand seventy-two dollars and nine cents (\$8,938,072.09)**, for the Subrecipient to undertake its planning activities under the City Revitalization Program ("**CRP**" or "**the Program**"). The Parties agreed on a performance period of **thirty-six (36) months** from the day of the execution of the Agreement, ending on April 13, 2024.

**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 A** 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 A**.

**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 LPRÁ § 7001 *et seq.*, authorizing the Subrecipient to enter into this Agreement with the PRDOH, and by signing this Agreement, the Subrecipient assures PRDOH that it shall comply with all the requirements described herein.

*MM*  
*MGVF*

**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 A** subject to the following:

**II. TERMS AND CONDITIONS**

**A. SAVINGS CLAUSE**

The information included in this **AMENDMENT A** 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 A**.

**B. SCOPE OF THE AMENDMENT**

The Parties acknowledge that this **AMENDMENT A** principally encompasses a modification of **Exhibit C** ("Key Personnel") and **Exhibit D** ("Budget"). Neither the performance period nor the budget nor the account are being modified by this **Amendment A**. (See **Attachment I**).

**C. AMENDMENTS**

a. The following Exhibits are being replaced by a modified Exhibit:

- i. **Exhibit C** ("Key Personnel") of the Agreement is being replaced by a modified **Exhibit C** ("Key Personnel") hereto incorporated by reference into the Agreement. (See **Attachment II**).
- 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 III**).

**III. SEVERABILITY**

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

**IV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this **AMENDMENT A** 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 A**.

**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 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

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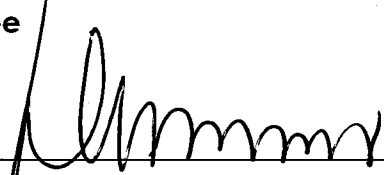
or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the Agreement, as amended.

**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.

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

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

*MGVF*  
By:   
Name: Hon. William O. Rodríguez Rodríguez, Esq.  
Title: Secretary  
DUNS Number: 125967484

**MUNICIPALITY OF SABANA GRANDE  
Subrecipient**

By:   
Name: Hon. Marcos Gilberto Valentín Flores  
Title: Mayor  
DUNS Number: 091060020



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

December 10, 2021

**VISTO BUENO**

Lcdo. *William O. Rodríguez Rodríguez*  
Secretario

**Maytte Texidor, Esq.**  
Director of Disaster Recovery

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

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

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

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By way of this communication, we hereby request an amendment to the Subrecipient Agreement between PRDOH and the Municipality of Sabana Grande for the City Revitalization Program. The amendment is requested for: Exhibit C – Key Personnel and Exhibit D – Budget of the Agreement. The Municipality of Sabana Grande has determined that, to better use the allocated funds, it needs to increase the Self-Performed Services budget and that it needs to acquire equipment and supplies for the employees that will work for the City Revitalization Program. Therefore, the Municipality intends to decrease the Professional Services budget from \$1,608,852.98 to \$1,449,521.09 and increase Subrecipient Self-Performed Services from \$178,761.44 to \$323,551.00 and Construction Services from \$7,150,457.67 to \$7,151,000.00 and create a new Budget Item titled Equipment and Supplies with a budget amount equal to \$14,000.00.

	Previous Amount	New Amount
Subrecipient Self-Performed Services	\$178,761.44	\$323,551.00
Professional Services	\$1,608,852.98	\$1,449,521.09
Construction Services	\$7,150,457.67	\$7,151,000.00
Equipment and Supplies	\$0.00	\$14,000.00

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

#### MUNICIPALITY OF SABANA GRANDE

The following table shows the Key Personnel staffing plan for the Municipality of Sabana Grande ("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	\$131,817.00
Coordinator	\$29,489.00
Financial Manager	\$0.00
Financial Assistance	\$27,187.00
Compliance Manager	\$25,135.32
Outreach and Community Coordinator	\$0.00
Administrative Assistant	\$109,922.68

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**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>Financial Manager</b>	Subrecipient's key staff leading CDBG-DR Program financial related activities including policies, procedures, controls, payroll, budget management, invoicing, accounting, and reporting.
<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.

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**III. Notes:**

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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.



## EXHIBIT D - BUDGET

### CITY REVITALIZATION PROGRAM

#### 1. Total Allocation and Authorized Budget

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- a) The Puerto Rico Department of Housing (PRDOH) designated to the Municipality of Sabana Grande ("the Subrecipient") a total allocation amount of \$8,938,072.09 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	\$323,551.00
2	Professional Services (Contracted)	\$1,449,521.09
3	Construction Services (Contracted)	\$7,151,000.00
4	Equipment and Supplies	\$14,000.00

Total Authorized Budget: \$8,938,072.09

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#### 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.