



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 SAN SEBASTIÁN**



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This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT C**") is entered into this 29 day of December, 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 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 Sebastián** (the "**Subrecipient**"), a Municipality with principal offices at San Sebastián, Puerto Rico, represented herein by its Mayor, Hon. Javier D. Jiménez Pérez, of legal age, mayor, married, and resident of San Sebastián, Puerto Rico; collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 11, 2020 the PRDOH and the Subrecipient executed a Subrecipient Agreement, Contract Number 2021-DR0016 (hereinafter, "**the Agreement**"), for the amount of **one million four hundred twenty eight thousand two hundred ninety five dollars with seventy cents (\$1,428,295.70)**, for the Subrecipient to undertake its planning activities under the **City Revitalization Program** (hereinafter "**the Program**"). The performance of this Agreement is thirty six (36) months from the day of its execution, ending in **September 11, 2023**.

WHEREAS, on February 9, 2021, the PRDOH and the Subrecipient executed an Amendment A to the Agreement, Contract Number 2021-DR0016A, (hereinafter, "Amendment A").

WHEREAS, on August 6, 2021, the PRDOH and the Subrecipient executed an Amendment B to the Agreement, Contract Number 2021-DR0016B, (hereinafter, "Amendment B").

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 C** 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 C**.

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 Agreement with the

PRDOH, and by signing this Agreement, 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 C** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

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

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B. SCOPE OF THE AMENDMENT

The Parties acknowledge that this **AMENDMENT C** consists of a decrease and redistribution of the budget amount for the Self-Performed Services budget in the positions determined in the Exhibit C-Key Personnel and the Exhibit D-Budget. This is due to recruitment of new personnel to work for the City Revitalization Program. Therefore, the budget for Self-Performed Services will decrease from one hundred fifty four thousand eight dollars (\$154,008.00) to one hundred forty one thousand six hundred fifty seven dollars with eight cents (\$141,657.08) and the budget for Professional Services will increase from two million twenty four thousand one hundred forty two dollars with ninety four cents (\$2,024,142.94) to two million thirty six thousand four hundred ninety three dollars with eighty six cents (\$2,036,493.86). **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 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.

IV. 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 Agreement, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this **AMENDMENT C**.

V. 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.

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.

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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 C** 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 (Dec 29, 2021 15:17 AST)

Name: Hon. William O. Rodríguez Rodríguez, Esq.

Title: Secretary

DUNS Number: 125967484

Subrecipient

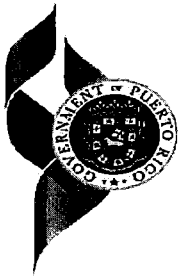
Javier D. Jiménez Pérez

By: Javier D. Jiménez Pérez (Dec 28, 2021 10:57 AST)

Name: Javier D. Jiménez Pérez

Title: Mayor

DUNS Number: 805980752



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT I

November 24, 2021

Maytte Texidor, Esq.
Director of Disaster Recovery

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

VISTO BUENO

[Signature]
Lcdo. **William O. Rodríguez Rodríguez**
Secretario

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Maretzie Díaz Sánchez, Esq. *[Signature]*
Disaster Recovery Deputy Secretary

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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 San Sebastián for the City Revitalization Program. The amendment is requested for: Exhibit C – Key Personnel and D – Budget of the Agreement. The Municipality of San Sebastián has determined that it needs to decrease and redistribute the budget amount for the Self-Performed Services budget in the positions determined in the Exhibit C – Key Personnel and the Exhibit D – Budget. This is due to recruitment of new personnel to work for the City Revitalization Program. Therefore, the Municipality looks to decrease the budget for Self-Performed Services from \$154,008.00 to \$141,657.08 and increase the budget for Professional Services from \$2,024,142.94 to \$2,036,493.86.

	Previous Amount	New Amount
Subrecipient Self-Performed Services	\$154,008.00	\$141,657.08
Professional Services	\$2,024,142.94	\$2,036,493.86
Construction Services	\$8,712,603.77	\$8,712,603.77

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

Sincerely,

[Signature]

Shirley Birriel Osorio
Director, Infrastructure Grant Management



ATTACHMENT II

EXHIBIT C

KEY PERSONNEL

CITY REVITALIZATION PROGRAM

MUNICIPALITY OF SAN SEBASTIÁN

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The following table shows the Key Personnel staffing plan for the Municipality of San Sebastián ("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	\$33,273.69
Coordinator	\$15,768.00
Financial Manager	\$8,400.00
Financial Assistance	\$0.00
Compliance Manager	\$47,533.85
Outreach and Community Coordinator	\$0.00
Procurement Manager	\$17,928.00
Administrative Assistant	\$18,753.54

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.
Procurement Manager	Subrecipient's key staff managing all CDBG-DR Program activities such as sourcing and purchasing equipment, goods, and services at the most competitive prices.

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.

END OF DOCUMENT

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ATTACHMENT III

EXHIBIT D - BUDGET

CITY REVITALIZATION PROGRAM

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1. Total Allocation and Authorized Budget

- a) The Puerto Rico Department of Housing (PRDOH) designated to the Municipality of San Sebastián ("the Subrecipient") a total allocation amount of \$10,890,754.7 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	\$141,657.08
2	Professional Services (Contracted)	\$2,036,493.86
3	Construction Services (Contracted)	\$8,712,603.77

Total Authorized Budget: \$10,890,754.71

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.

END OF DOCUMENT









AMENDMENT C CITY REVITALIZATION PROGRAM SAN SEBASTIAN

Final Audit Report

2021-12-29

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