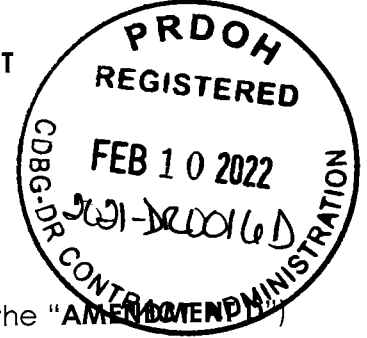




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT D TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
MUNICIPALITY OF SAN SEBASTIÁN**



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This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT D**") is entered into this 9 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 San Sebastián** (the "**Subrecipient**"), a local government legal entity, with principal offices at San Sebastián, Puerto Rico, represented herein by its Mayor, Hon. Javier D. Jiménez Pérez of legal age, 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 **ONE MILLION FOUR HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS AND SEVENTY CENTS (\$1,428,295.70)** for the Subrecipient to undertake its activities under the **City Revitalization Program** (hereinafter, "**the Program**").

WHEREAS, on February 9, 2021, the PRDOH and the Subrecipient executed an Amendment A to the Agreement, Contract No. **2021-DR0016A**, (hereinafter, "**Amendment A**").

WHEREAS, on August 6, 2021, the Parties agreed to modify the SUBRECIPIENT AGREEMENT via Amendment B, Contract No. **2021-DR0016B**, (hereinafter, "**Amendment B**"). In summary, the Amendment B served the purpose of increasing the original total authorized budget allocated to the Subrecipient to continue undertaking its activities under the Program. The total authorized budget was increased to **TEN MILLION EIGHT HUNDRED NINETY THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND SEVENTY-ONE CENTS (\$10,890,754.71)**.

WHEREAS, on December 29, 2021, the PRDOH and the Subrecipient executed an Amendment C to the Agreement, Contract No. **2021-DR0016C**, (hereinafter, "**Amendment C**").

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 D** 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 D**.

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 LPRC § 7001 *et seq.*, authorizing the Subrecipient to enter into this **AMENDMENT D** with the PRDOH, and by signing this **AMENDMENT D**, 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 D** subject to the following:

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II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

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

B. SCOPE OF THE AMENDMENT

The Parties acknowledge and agree that this **AMENDMENT D** encompasses a modification of the **Exhibit D** (Budget) of the Agreement. An additional budget item, identified as *Publications*, is being incorporated to the aforementioned exhibit. Via budget redistribution, the total amount of **ten thousand dollars (\$10,000.00)** from the *Professional Services* budget item of the **Exhibit D** (Budget) is being reallocated to cover the costs under the recently added *Publications* budget item. (See **Attachment I**).

In sum, the *Total Authorized Budget* amount of the **Exhibit D** (Budget) remains unaltered. However, modifications resulting from the aforementioned redistribution of funds from the *Professional Services* budget item to the *Publications* budget item are included in an updated version of the **Exhibit D** (Budget) which is incorporated by reference to the Agreement via this **AMENDMENT D**.

C. AMENDMENTS

- a. The following Exhibit is being replaced by a modified Exhibit:
 - i. **Exhibit D** (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement. (See **Attachment II**).

III. SEVERABILITY

If any provision of this **AMENDMENT D** is held invalid, the remainder of the **AMENDMENT D** shall not be affected thereby, and all other parts of this **AMENDMENT D** 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 D** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT D** and any subsequent amendment hereto. The services object of this **AMENDMENT D** may not be invoiced or paid until this **AMENDMENT D** 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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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 D** 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 9, 2022 18:04 AST)
Name: William O. Rodríguez Rodríguez
Title: Secretary
DUNS Number: 125967484

MUNICIPALITY OF SAN SEBASTIÁN Subrecipient

Javier D. Jimenez Perez
By: Javier D. Jimenez Perez (Feb 4, 2022 16:02 AST)
Name: Javier D. Jiménez Pérez
Title: Mayor of Municipality of San Sebastián
DUNS Number: 805980752

Attachment I



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

January 19, 2022

Maytte Texidor, Esq.
Director of Disaster Recovery

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

Maretzie Díaz Sánchez, Esq.
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)

By way of this communication, we hereby request an amendment to the Subrecipient Agreement between PRDOH and all seventy-eight (78) Municipalities for the City Revitalization Program. The amendment is requested for the *Exhibit D – Budget* of the Agreement. It has been determined that, for each Municipality, there will be a new budget item added named "Publications" for the costs incurred in the publication of acquisition of professional, construction and inspection services. This new budget item will have a budgeted amount of \$10,000.00. This amount will be reduced from their respective *Professional Services* budget.

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

SB
Sincerely,

Shirley Birriel Osorio
Director, Infrastructure Grant Management



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 San Sebastián ("the Subrecipient") a total allocation amount of \$10,890,754.71 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.

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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)	\$2,026,493.86
3	Construction Services (Contracted)	\$8,712,603.77
4	Publications	\$10,000.00
5	Equipment	\$ 0.00
6	Operational Costs	\$ 0.00

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 D CRP San Sebastian

Final Audit Report

2022-02-09

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By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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Transaction ID:	CBJCHBCAABAAqsgRgKc75torRRYHU7PaiBmCRzL5JnQ2

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