



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

AMENDMENT E TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
MUNICIPALITY OF TRUJILLO ALTO



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This **AMENDMENT E** TO THE SUBRECIPIENT AGREEMENT (hereinafter, the "**AMENDMENT E**") is entered into this 6 day of May, 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, William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **MUNICIPALITY OF TRUJILLO ALTO** (the "**Subrecipient**"), a Municipality, with principal offices at Trujillo Alto, Puerto Rico, represented herein by its Mayor, José Luis Cruz Cruz, of legal age, married, and resident of Trujillo Alto, Puerto Rico, collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on October 6, 2020, the PRDOH and the Subrecipient executed a Subrecipient Agreement, Contract Number **2021-DR0036** (hereinafter, the "**Agreement**"), for a period of performance of thirty-six (36) months ending in **October 6, 2023** for **ONE MILLION FOUR HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED TWENTY-EIGHT DOLLARS AND FORTY-SIX CENTS (\$1,476,128.46)** for the Subrecipient to undertake activities under the **City Revitalization Program** (hereinafter, "**the Program**").

WHEREAS, on December 8, 2020, the PRDOH and the Subrecipient executed an **Amendment A** to the Agreement, Contract Number **2021-DR0036A**, (hereinafter, "**Amendment A**"). The Exhibit C (Key Personnel) was modified and federal and state regulations and statutes was updated. The Amendment A did not affect the term nor the overall amount of the Agreement.

WHEREAS, on March 15, 2021, the PRDOH and the Subrecipient executed an **Amendment B** to the Agreement, Contract Number **2021-DR0036B**, (hereinafter, "**Amendment B**"). The purpose was modified certain sections of the existing Agreement, as well as the Exhibit C (Key Personnel) of the aforementioned Agreement. The Amendment B did not affect the term nor the overall amount of the Agreement.

WHEREAS, the Parties agreed to modify the Agreement via **Amendment C**, Contract Number **2021-DR0036C** (hereinafter, "**Amendment C**"), executed on November 18, 2021. In summary, the Amendment C 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 **ELEVEN MILLION TWO HUNDRED FIFTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS AND FIFTY-ONE CENTS (\$11,255,479.51)**.

WHEREAS, on January 26, 2022, the PRDOH and the Subrecipient executed an **Amendment D** to the Agreement, Contract Number **2021-DR0036D**, (hereinafter,

"**Amendment D**"). The Amendment D modified the Exhibit D (Budget). The original term and the Authorized Total Budget remain unaltered.

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, it is the intention of the parties to modify and amend certain terms of the Agreement, in addition **Exhibit C** (Key Personnel), of the Agreement. (See attachment I)

WHEREAS, this AMENDMENT E is not intended to affect, nor does it constitute an extinctive novation of the obligations of the parties under the Agreement.

WHEREAS, this AMENDMENT E does not affect the term nor the overall amount of the 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 Agreement; and,

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 E with the PRDOH, and by signing this AMENDMENT E, 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 in the Agreement, the PRDOH and the Subrecipient agree to execute this AMENDMENT E subject to the following:

TERMS AND CONDITIONS

II. SAVINGS CLAUSES

The information included in this AMENDMENT E serves the purpose of modifying and amending certain terms and conditions under the Agreement, replacing **Exhibit C** (Key Personnel), of the Agreement. All provisions of the original Agreement shall continue to be in full force and effect, as amended by this AMENDMENT E. The Total Authorized budget included in the Agreement shall not be changed.

III. SCOPE OF THE AMENDMENT

The PRDOH and the Subrecipient have agreed to enter into this AMENDMENT E with the purpose of modifying certain sections of the existing Agreement, specifically the **Exhibit C** (Key Personnel). This AMENDMENT E includes an adjustment to redistribute the budget amounts that are in the Exhibit C to better align with the work performed by the municipal employees. Moreover, a modification on part II. Staff Positions and Role Descriptions of the Exhibit C for the positions of Coordinator and Outreach and Community Coordinator. All other provisions of the Agreement and Exhibits shall continue to be in full force and effect.

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IV. AMENDMENTS

- A. The parties intend to replace the **Exhibit C** (Key Personnel) of the Agreement. **(See Attachment I of this AMENDMENT E).**

V. SEVERABILITY

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

VI. SECTION HEADINGS AND SUBHEADINGS

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

VII. COMPTROLLER REGISTRY

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

VIII. 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.

IX. 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.

X. 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 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 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.

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SIGNATURES ON THE FOLLOWING PAGE.

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

PUERTO RICO DEPARTMENT OF HOUSING

José Luis Cruz Cruz

By: José Luis Cruz Cruz (May 6, 2022 12:07 EDT)

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Name: William O. Rodríguez Rodríguez, Esq.

Title: Secretary

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SUBRECIPIENT

William O. Rodríguez Rodríguez

By: William O. Rodríguez Rodríguez (May 6, 2022 15:20 EDT)

Name: José Luis Cruz Cruz

Title: Mayor



EXHIBIT C

KEY PERSONNEL

CITY REVITALIZATION PROGRAM

MUNICIPALITY OF TRUJILLO ALTO

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The following table shows the Key Personnel staffing plan for the Trujillo Alto ("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	\$36,000.00
Coordinator	\$36,000.00
Financial Manager	\$23,400.00
Financial Assistance	\$0.00
Compliance Manager	\$0.00
Outreach and Community Coordinator	\$28,800.00
Administrative Assistant	\$23,412.85

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	Provides support to coordinate CDBG-DR Program activities including communications, meetings documentation, compliance, procurements, contracting, project development, invoicing, reporting, policies, procedures, controls, payroll, budget management and accounting.
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	Coordinate and support activities regarding outreach and communications with community and program activities including communications, meetings documentation, compliance, procurements, contracting, project development, invoicing, reporting, policies, procedures, controls, payroll, budget management and accounting.
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.

END OF DOCUMENT

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TRUJILLO ALTO - AMENDMENT E.

Final Audit Report

2022-05-06

Created:	2022-05-06
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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