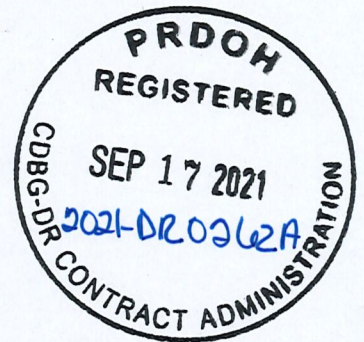




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY  
(CDBG-DR)

AMENDMENT A to the  
SUBRECIPIENT AGREEMENT  
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF CULEBRA



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This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT A**") is entered into this 15 day of September, 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 L.P.R.A. § 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, Esq., of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **MUNICIPALITY OF CULEBRA** (the "**SUBRECIPIENT**"), a Municipality with principal offices at Culebra, Puerto Rico, represented herein by its Mayor, Edilberto Romero Llovet, of legal age, married, and resident of Culebra, Puerto Rico, collectively the "**PARTIES**".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on June 14, 2021, the PRDOH and the SUBRECIPIENT executed a Subrecipient Agreement, Contract Number 2021-DR0262 (hereinafter, "**SUBRECIPIENT AGREEMENT**") for **\$9,184,749.82** for a period of performance ending in June 13, 2024; for the SUBRECIPIENT to undertake activities under the **City Revitalization Program** (hereinafter, the "**PROGRAM**"). The focus of the PROGRAM is to establish a fund for municipal governments and eligible entities to enable a variety of critical recovery activities aimed at reinvigorating downtown areas, urban centers, and key community corridors;

**WHEREAS**, as per Section IX (A) of the SUBRECIPIENT AGREEMENT, the SUBRECIPIENT AGREEMENT may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the SUBRECIPIENT AGREEMENT, nor release the parties from their obligations under the SUBRECIPIENT AGREEMENT;

**WHEREAS**, it is the intention of the parties to modify and amend certain terms and conditions of the SUBRECIPIENT AGREEMENT, specifically a modification of the, **Exhibit C**, and **Exhibit D**, attached to the aforementioned Agreement; (**See Attachment I of this Amendment A**).

**WHEREAS**, this AMENDMENT A is not intended to affect, nor does it constitute an extinctive novation of the obligations of the parties under the SUBRECIPIENT AGREEMENT but it is rather a modification and amendment of certain terms and conditions of the SUBRECIPIENT AGREEMENT, specifically the **Exhibit C** and **Exhibit D**, attached to the aforementioned Agreement;

**WHEREAS**, this AMENDMENT A does not affect the term nor the overall amount of the SUBRECIPIENT 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 SUBRECIPIENT AGREEMENT; and,

**WHEREAS**, the Municipality has the legal power and authority, in accordance with its enabling statute, the Puerto Rico Municipal Code, Act No. 107 of August 14, 2020 authorizing the Municipality to enter into this **AMENDMENT A** with the PRDOH, and by signing this **AMENDMENT A**, the Municipality 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 SUBRECIPIENT AGREEMENT, the PRDOH and the SUBRECIPIENT agree to execute this AMENDMENT A subject to the following:

**TERMS AND CONDITIONS**

**II. SAVINGS CLAUSES**

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms and conditions under the SUBRECIPIENT AGREEMENT, including any modified Exhibits. All provisions of the original SUBRECIPIENT AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT A. The Total Authorized budget included in the SUBRECIPIENT AGREEMENT shall not be changed.

**III. ATTACHMENT**

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms and conditions under the SUBRECIPIENT AGREEMENT specifically the **Exhibit C** and **Exhibit D**. All other provisions of the SUBRECIPIENT AGREEMENT and Exhibits shall continue to be in full force and effect.

**IV. SCOPE OF AMENDMENT**

The PRDOH and the SUBRECIPIENT have agreed to enter into this AMENDMENT A with the purpose of modifying certain sections of the existing SUBRECIPIENT AGREEMENT specifically **Exhibit C KEY PERSONNEL** and **Exhibit D BUDGET**.

**V. AMENDMENTS<sup>1</sup>**

- A. The parties intend to amend **EXHIBIT C, KEY PERSONNEL, I. Staff positions and maximum budget** of the SUBRECIPIENT AGREEMENT, to adjust Manager, Coordinator, Financial Manager, Administrative, Compliance and Acquisition Assistant, and Urban and Environmental Planner Staff Positions as follows (**See Attachment II of this Amendment A**):

***I. Staff positions and maximum budget***

<b>[A]</b>	<b>[B]</b>
<b>Name of Staff Position</b> <b>(Subrecipient Self-Performed Services)</b>	<b>Staff Position</b> <b>Maximum Budget</b> <b>(for 36 months)</b>
<b>Manager</b>	<b>\$136,500</b>

<sup>1</sup> For easier review, Amendments will appear in *italics* throughout the document.

Coordinator	\$99,000
Financial Manager	\$103,500
Financial Assistance	\$0.00
Outreach and Community Coordinator	\$96,000
Administrative, Compliance & Acquisition Assistant	\$103,500
Urban & Environmental Planner	\$94,500
Municipal Director of Federal Programs	\$36,000

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B. The parties intend to amend **EXHIBIT D BUDGET, 2. Distribution of Authorized Maximum Budget**, The maximum budget amount shall be distributed in the following three (3) items of the SUBRECIPIENT AGREEMENT, to distribute the maximum budget, decrease Professional Services (Contracted) amount, increase the Subrecipient Self-Performed Services amount, and the Total Authorized Budget will remain unchanged, as follows **(See Attachment III of this Amendment A)**:

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	\$669,000.00
2	Professional Services (Contracted)	\$1,167,949.96
3	Construction Services (Contracted)	\$7,347,799.86

Total Authorized Budget: \$9,184,749.82

VI. 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.

VII. 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 SUBRECIPIENT AGREEMENT, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this AMENDMENT A.

VIII. 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.

#### IX. ENTIRE AGREEMENT

The SUBRECIPIENT AGREEMENT, as amended, constitutes the entire agreement among the PARTIES for the use of funds received under the SUBRECIPIENT 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 SUBRECIPIENT AGREEMENT, as amended.

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#### X. FEDERAL FUNDING

The fulfillment of the SUBRECIPIENT 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 SUBRECIPIENT AGREEMENT, as amended, must be made in accordance with the SUBRECIPIENT 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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#### XI. 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 Subrecipient 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 Subrecipient 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.

**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

William O. Rodríguez Rodríguez  
By: William O. Rodríguez Rodríguez (Sep 15, 2021 16:58 EDT)  
Name: William O. Rodríguez Rodríguez, Esq.  
Title: Secretary

#### SUBRECIPIENT

Edilberto Romero Llovet  
By: Edilberto Romero Llovet (Sep 14, 2021 14:15 EDT)  
Name: Hon. Edilberto Romero Llovet  
Title: Mayor of the Municipality of Culebra  
DUNS Number: 830323478





Memorandum

To: **Maytte Texidor, Esq.**  
CDBG-DR Legal Director

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

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

From: **Shirley Birriel Osorio**  
Deputy Director, Infrastructure Grant Management

Re: **CDBG-DR City Revitalization Program Subrecipient Agreement  
Amendment Request to SRA 2021-DR0262 between the PRDOH and  
the Municipality of Culebra**

Date: July 19, 2021

VISTO BUENO

Lcdo. William O. Rodríguez Rodríguez  
Secretario

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This is a request for amendment of Exhibit C – Key Personnel and Exhibit D - Budget of current SRA. The Municipality is requesting to modify SRA's Exhibit C - Key Personnel budget as follows:

Staff Position	New Amount
Manager	\$136,500
Coordinator	\$99,000
Financial Manager	\$103,500
Financial Assistance	\$0.00
Outreach and Community Coordinator	\$96,000
Administrative, Compliance & Acquisition Assistant	\$103,500
Urban & Environmental Planner	\$94,500
Municipal Director of Federal Programs	\$36,000

Total amount \$669,000.00

The reason for this request is to adjust the budget for the Manager, Coordinator, Financial Manager, Administrative, Compliance & Acquisition Assistant, and Urban & Environmental Planner staff positions. To increase the budget amounts, budget from Item 2 - Professional Services in SRA's Exhibit D will be reduced to

\$1,167,949.96 and budget from Item 1 - Self-Performed Services will be increased to \$669,000.00. The Total Authorized Budget amount in Exhibit D will remain unchanged.

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

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EXHIBIT C

KEY PERSONNEL

CITY REVITALIZATION PROGRAM

MUNICIPALITY OF CULEBRA

The following table shows the Key Personnel staffing plan for the Municipality of Culebra ("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.

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I. Staff positions and maximum budget

[A] Name of Staff Position (Subrecipient Self-Performed Services)	[B] Staff Position Maximum Budget (for 36 months)
Manager	\$136,500
Coordinator	\$99,000
Financial Manager	\$103,500
Financial Assistance	\$0.00
Outreach and Community Coordinator	\$96,000
Administrative, Compliance & Acquisition Assistant	\$103,500
Urban & Environmental Planner	\$94,500
Municipal Director of Federal Programs	\$36,000

II. Staff positions Roles Description:

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.
Outreach and Community Coordinator	Subrecipient's key staff coordinating and supporting to CDBG-DR Program activities regarding outreach and communications with community.
Administrative, Compliance & Acquisition 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; compliance activities including policies, procedures, training, monitoring, and reporting; and procurement activities including implementation of procedures for the acquisition of goods and professional services and the execution of bidding processes following federal and Hud regulations.
Urban & Environmental Planner	The planner will be responsible for collaborating with the contracted firm to achieve the objectives and products of CDBG DR programs, in this case City Revitalization Program. It will work in the execution of participatory activities for the creation and execution of a consolidated CDBG DR-CRP work plan that will compile all planning documents created for the territorial sustainable spatial planning of Culebra. It will participate in the collection of data and its analysis and will develop the procedures to promote community participation in the development and implementation of the plan. Will assist project managers and firms in the identification, acquisition, and submission of all environmental documents, permits and studies necessary for the formulation, and creation of projects. Will assist in the state and federal environmental compliance of all activities and projects. will work hand in hand with the CRP staff, project managers, as well as the other concerned stakeholders. Will work with the program manager in strategic planning of community and participatory planning activities for project identification and prioritization of all CDBG DR programs including CRP. It will facilitate citizen participation activities and will be a facilitator between the municipality, contracted firms, program and project managers, local communities, stakeholders, and nonprofit organizations. Will use various technologies and applications to ensure the principles of community planning within the relevant context, such as the participatory design of affordable housing strategies for people and families of low and moderate incomes. Will also be responsible for collecting, analyzing, and visualizing geospatial and

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	geostatistical data that helps the development of a geospatial database that facilitates and assists in participatory decision making within the context of the management of CDBG DR funds.
<b>Municipal Director of Federal Programs</b>	The Municipal Director will hire and supervise the personnel for the new reconstruction office of the Municipio de Culebra. Will track and evaluate the performance of the office. Will establish, evaluate, and approve work plans and work schedules and will set and assure the completion of objectives, milestones and goals.

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.

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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 Culebra ("the Subrecipient") a total allocation amount of \$9,184,749.82 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	\$669,000.00
2	Professional Services (Contracted)	\$1,167,949.96
3	Construction Services (Contracted)	\$7,347,799.86

Total Authorized Budget: \$9,184,749.82

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.

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# CULEBRA - DRAFT AMENDMENT A (CRP)

Final Audit Report

2021-09-15

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