



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## AMENDMENT A

### 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 UTUADO  
Contract No. 2022-DR0083**



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THIS **AMENDMENT A** TO SUBRECIPIENT AGREEMENT FOR THE CITY REVITALIZATION PROGRAM (hereinafter, "Amendment A") is entered in San Juan, Puerto Rico, this 10 day of November, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "Department of Housing Governing Act" (hereinafter, "Organic Act"), with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **MUNICIPALITY OF UTUADO** (hereinafter, the "Subrecipient"), a municipality, with principal offices at Utuado, Puerto Rico, herein represented by its Mayor, Hon. Jorge A. Pérez Heredia, of legal age, mayor, married, and resident of Utuado, Puerto Rico; collectively the "Parties".

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#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on August 3, 2021, the Parties entered into a Subrecipient Agreement for the **City Revitalization Program** for a period of **thirty-six (36) months** from the day of its execution, ending on August 3, 2024, registered as Contract No. 2022-DR0083, for **ten million seven hundred forty-six thousand one hundred sixty-six dollars and thirty-five cents (\$10,746,166.35)**, from the following **Accounts: "R02M27CR-DOH-LM" and "R02M27CR-DOH-UN"** (hereinafter, "the Subrecipient Agreement").

**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**, the Parties wish to amend the Subrecipient Agreement to modify **Exhibit C** ("Key Personnel") and **Exhibit D** ("Budget"). (See **Attachment I** of this Amendment A).

**WHEREAS**, this Amendment A also conforms the Subrecipient Agreement to federal, state, and local regulations and statutes.

**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 is rather a modification and amendment of certain terms and conditions under the Subrecipient Agreement.

**WHEREAS**, the Parties wish to amend the Subrecipient Agreement, as amended, and become subject to the terms of the Subrecipient Agreement, as amended, and this Amendment A.

**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, Law No. 107 of August 14, 2020, 21 L.P.R.A. § 7001 et seq., known as the "Puerto Rico Municipal Code", to enter into this Amendment A with the PRDOH.

**WHEREAS**, by signing this Amendment A, the Subrecipient assures PRDOH that SUBRECIPIENT 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 Parties agree as follows:

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## **II. AMENDMENTS**

- A. The Parties agree to amend **Article II. ATTACHMENTS** to replace **Exhibit C** ("Key Personnel") with an amended **Exhibit C**. (See **Attachment II** of this Amendment A).
- B. The Parties agree to amend **Article II. ATTACHMENTS** to replace **Exhibit D** ("Budget") with an amended **Exhibit D**. (See **Attachment III** of this Amendment A).
- C. All other terms and conditions of the Subrecipient Agreement, as amended, remain unchanged.

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## **III. HEADINGS**

The titles to the paragraphs of this Amendment A are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment A.

## **IV. 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.

## **V. 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.

## **VI. SUBROGATION**

The Subrecipient acknowledges that funds provided through the Subrecipient Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Subrecipient Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Subrecipient shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter

the cause. This clause shall survive indefinitely the termination of the Subrecipient Agreement, as amended.

#### **VII. 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.

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#### **VIII. ENTIRE AGREEMENT**

The Subrecipient Agreement, as amended, and this Amendment A constitute the entire agreement among the Parties for the use of funds received under the Subrecipient Agreement and this amended Subrecipient Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the Subrecipient Agreement.

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#### **IX. SEVERABILITY**

If any provision of this Amendment A shall operate or would prospectively operate to invalidate the Amendment A in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment A shall remain operative and in full effect.

#### **X. COUNTERPARTS**

This Amendment A may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment A is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment A shall be null and void.

#### **XI. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, mergers, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

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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

MUNICIPALITY OF UTUADO

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Nov 10, 2021 12:02 AST)

Hon. William O. Rodríguez Rodríguez, Esq.  
Secretary  
DUNS No. 125967484

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Jorge A. Pérez Heredia  
Jorge A. Pérez Heredia (Nov 9, 2021 17:40 GMT-3)

Hon. Jorge A. Pérez Heredia  
Mayor  
DUNS No. 104094545

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GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

Attachment I

November 5, 2021

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

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

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**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 Utuado for the City Revitalization Program. The amendment is requested for: Exhibit C – Key Personnel and Exhibit D – Budget of the Agreement. The Municipality of Utuado has determined that, after evaluating the Program Guidelines and understanding all the needs for managing the Program, it looks to increase the budget determined for the Self-Performed Services and create two budget items for acquisition of Equipment and Other Operating materials. Therefore, the Municipality of Utuado wants to decrease the Professional Services budget from \$2,098,833.27 to \$1,476,027.27 and use the difference to increase the Self-Performed Services budget from \$50,400.00 to \$379,765.00 and create two new budget items for Equipment and Other Operating materials with budgeted amounts of \$31,370.00 and \$262,071.00, respectively.

	Previous Amount	New Amount
Subrecipient Self-Performed Services	\$50,400.00	\$379,765.00
Professional Services	\$2,098,833.27	\$1,476,027.27
Construction Services	\$8,596,933.08	\$8,596,933.08
Equipment	-	\$31,370.00
Other Operating	-	\$262,071.00

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

Sincerely,

**Shirley Birriel Osorio**  
Director, Infrastructure Grant Management

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

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



**EXHIBIT C**  
**KEY PERSONNEL**

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**CITY REVITALIZATION PROGRAM**  
**MUNICIPALITY OF UTUADO**

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The following table shows the Key Personnel staffing plan for the Municipality of Utuado ("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**

<b>[A]</b> <b>Name of Staff Position</b> <b>(Subrecipient Self-Performed Services)</b>	<b>[B]</b> <b>Staff Position</b> <b>Maximum Budget</b> <b>(for 36 months)</b>
Manager	\$36,000.00
Coordinator	\$127,585.00
Financial Manager	\$0.00
Financial Assistance	\$0.00
Compliance Manager	\$80,220.00
Outreach and Community Coordinator	\$42,960.00
Administrative Assistant	\$10,340.00
Accountant	\$82,660.00

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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.
<b>Accountant</b>	Subrecipient's staff who are responsible for recording income and expenses in CDBG-DR Program accounts. It will ensure that any transaction is made within the current legal framework and following standardized procedures.

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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**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 Utuado ("the Subrecipient") a total allocation amount of \$10,746,166.35 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	\$379,765.00
2	Professional Services (Contracted)	\$1,476,027.27
3	Construction Services (Contracted)	\$8,596,933.08
4	Equipment	\$31,370.00
5	Other Operating	\$262,071.00

**Total Authorized Budget:** \$10,746,166.35

**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 A\_2022-DR0083

Final Audit Report

2021-11-10

Created:	2021-11-09
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