



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

AMENDMENT D TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF CULEBRA  
Contract No. 2021-DR0262  
Amendment No. 2021-DR0262D



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This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT D")** is entered into this 2 day of February, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING ("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**" ("**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 Culebra ("**Subrecipient**"), a local government legal entity, with principal offices at Culebra, Puerto Rico, represented herein by its Mayor, Hon. Edilberto Romero Llovet, of legal age, married, and resident of Culebra, Puerto Rico; collectively the "Parties".

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**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on June 14, 2021, the PRDOH and the Subrecipient executed a Subrecipient Agreement, registered as Contract Number **2021-DR0262 ("Agreement")**, for **NINE MILLION ONE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND EIGHTY-TWO CENTS (\$9,184,749.82)** for the Subrecipient to undertake its activities under the **City Revitalization Program ("Program")**. The Parties agreed on a performance period of **thirty-six (36) months** from the day of the execution of the Agreement, ending on **June 13, 2024**.

**WHEREAS**, on September 15, 2021, the PRDOH and the Subrecipient executed **Amendment A**, Contract Number **2021-DR0262A ("Amendment A")**. In summary, **Amendment A** served the purpose of amending certain sections of the **Exhibit C** (Key Personnel) and the **Exhibit D** (Budget). Neither the end term nor the budget of the Agreement was changed.

**WHEREAS**, on February 09, 2022, the PRDOH and the Subrecipient executed **Amendment B**, Contract Number **2021-DR0262B ("Amendment B")**. In summary, **Amendment B** served the purpose of redistributing funds in **Exhibit D** (Budget) from the Professional Services budget item to the Publications budget item. Neither the term nor the budget of the Agreement was changed.

**WHEREAS**, on November 30, 2022, the PRDOH and the Subrecipient executed **Amendment C**, Contract Number **2021-DR0262C ("Amendment C")**. In summary, **Amendment C** served the purpose of modifying certain terms and conditions of the Agreement, including amending the **END TERM** of the Agreement to **December 31, 2025**. **Exhibit C** (Key Personnel), **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), and **Exhibit H** (Subrogation and Assignment Provisions) were updated. A new exhibit, **Exhibit I** (Non-Conflict of Interest Certification),

was incorporated by reference into the Agreement. The total authorized budget amount remained unchanged.

**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.

**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 to enter into this **AMENDMENT D** with the PRDOH, in accordance with Article 1.008(q) of Act No. 107 of August 14, 2020, also known as the "**Puerto Rico Municipal Code**", 21 L.P.R.A. § 7013(q); and by signing this **AMENDMENT D**, the Subrecipient assures the 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:

## 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, as established in the following sections B and C of this **AMENDMENT D**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

### B. SCOPE OF THE AMENDMENT

This **AMENDMENT D** principally entails a modification of the budget allocated to the Subrecipient to undertake its activities under the Program. The budget is being increased by an additional amount of **fifteen million eight hundred fifteen thousand two hundred fifty dollars with eighteen cents (\$15,815,250.18)** for a new Total Authorized Budget of twenty-five million (\$25,000,000.00). The additional funding is being distributed among the following budget items: Professional Services (Contracted) and Construction Services (Contracted). An updated version of the **Exhibit D** (Budget) and a new **Exhibit E-I** (Funds Certification) are being incorporated by reference into the Agreement to accommodate the aforementioned budget modification. For the same purpose, modifications and changes to the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement are being incorporated via this **AMENDMENT D**.

As stated before, all other provisions of the original Agreement, including the **END TERM** (as amended) remain unaltered.

### C. AMENDMENTS

- a. The Parties wish to amend the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement as follows:

CDBG-DR Grantee Federal Award Identification Number:	B-18-DP-72-0001
CDBG-DR Grantee Federal Award Date:	February 21, 2020
CDBG-DR Grantee Unique Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See <b>Exhibit A</b> ("Scope of Work")
Subrecipient Contact Information:	Hon. Edilberto Romero Llovet Mayor Municipality of Culebra P.O. BOX 189 Culebra, PR 00775
Subrecipient Unique Identifier:	Unique Entity ID #: FHHXLDT9JK51
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement, as amended. End Date: <b>December 31, 2025</b>
Funds Certification:	<div>Date: May 24, 2021 Authorized Amount: <b>\$9,184,749.82</b> Funds Allocation: CDBG-DR "R02M27CR-DOH-LM" CDBG-DR "R02M27CR-DOH-UN" Account Number: 6090-01-000 See <b>Exhibit E</b> ("Funds Certification")</div> <div>Date: January 31, 2023 Authorized Amount: <b>\$15,815,250.18</b> Funds Allocation: CDBG-DR "r02m27cr-doh-lm" CDBG-DR "r02m27cr-doh-un" Account Number: 6090-01-000 See <b>Exhibit E-I</b> ("Funds Certification")</div> <div>Total Authorized Budget: <b>\$25,000,000.00</b></div>

b. The Parties agree to add **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** as follows:

*It is acceptable for grantees to execute non-legally binding agreements prior to completion of the environmental review process. A non-legally binding agreement contains stipulations that ensure the project participant does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the Subrecipient acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Subrecipient Agreement, until the environmental review process is completed under PRDOH's satisfaction. The Subrecipient acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a Notice to Proceed from PRDOH.*

- c. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version of the **Exhibit D** (Budget) hereto incorporated by reference into the Agreement. (See **Attachment I**).
- d. **Exhibit E** (Funds Certification) of the Agreement is being modified by **Exhibit E-I** (Funds Certification) 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 **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 D** 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 D**.

### 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 thereto. 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, under 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 concerning 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.

### VIII. COMPLIANCE WITH INSURANCE & BONDING REQUIREMENTS

PRDOH will execute this **AMENDMENT D** conditioned to the submission by the Subrecipient of the required insurance policies within **thirty (30)** calendar days of the signing of this **AMENDMENT D**. Failure to comply with the submission of the insurance policies may result in the withholding of reimbursements or the termination of the Agreement.

[SIGNATURES ON THE FOLLOWING PAGE.]

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**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**

By: William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Feb 2, 2023 18:02 AST)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

**MUNICIPALITY OF CULEBRA**  
**Subrecipient**

By: Edilberto Romero Llovet  
Edilberto Romero Llovet (Feb 1, 2023 17:08 AST)  
Name: Edilberto Romero Llovet  
Title: Mayor



## EXHIBIT D

### BUDGET

#### CITY REVITALIZATION PROGRAM

#### MUNICIPALITY OF CULEBRA

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##### 1. Total Allocation and Authorized Budget

- a) The Puerto Rico Department of Housing (PRDOH) designated to the Subrecipient a total allocation amount of **\$25,000,000.00** for the City Revitalization Program.

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##### 2. Distribution of Authorized Maximum Budget

- a) The maximum budget amount shall be distributed in the following six (6) items:

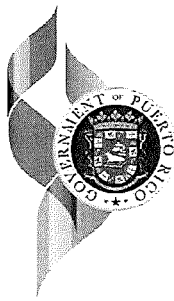
Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services	\$669,000.00
2	Professional Services (Contracted)	\$3,530,237.49
3	Construction Services (Contracted)	\$20,790,762.51
4	Publications	\$10,000.00
5	Equipment	\$0.00
6	Operational Costs	\$0.00

**Total Authorized Budget: \$25,000,000.00**

##### 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



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Attachment II

## Exhibit E-I

Contract Code: 1221-d

Type: Change Order A\_V2

Original Registered Code: 2021-DR0262

### CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

**Contracting Of:** Municipality of Culebra  
**Source of Funds:** 14.228 CDBG Funds  
**For:** CRP Amendment D  
**Amount:** \$15,815,250.18

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The breakdown and grant of the certified funds is as follows:

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0001	MultiSector	r02m27cr-doh-lm	M - Program Subsidy	6090-01-000	\$11,070,675.13
B-18-DP-72-0001	MultiSector	r02m27cr-doh-un	M - Program Subsidy	6090-01-000	\$4,744,575.05
					<u>\$15,815,250.18</u>

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The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties. These funds do not affect the Puerto Rico Department of Housing (PRDOH) operational budget, and are available to be use.

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 01/31/2023  
Electronic Approval  
Budget Manager

Nilda Baez Signed Date - 01/31/2023  
Electronic Approval  
Finance Director

\*This transaction does not represent an overcharge of the account herein.











# CULEBRA - CRP - AMENDMENT D

Final Audit Report

2023-02-02

Created:	2023-02-01
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfjEwgl75VmRq-hpeavLNLJpc231NLIYA

## "CULEBRA - CRP - AMENDMENT D" History

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-  Document emailed to Edilberto Romero Llovet (alcaldeculebra2021@gmail.com) for signature  
2023-02-01 - 1:10:45 PM GMT
-  Email sent to dramos@vivienda.pr.com bounced and could not be delivered  
2023-02-01 - 1:10:52 PM GMT
-  Email viewed by Edilberto Romero Llovet (alcaldeculebra2021@gmail.com)  
2023-02-01 - 9:01:14 PM GMT
-  Document e-signed by Edilberto Romero Llovet (alcaldeculebra2021@gmail.com)  
Signature Date: 2023-02-01 - 9:08:03 PM GMT - Time Source: server
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature  
2023-02-01 - 9:08:06 PM GMT
-  Email viewed by w.rodriguez@vivienda.pr.gov  
2023-02-02 - 10:02:03 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
2023-02-02 - 10:02:49 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)  
Signature Date: 2023-02-02 - 10:02:51 PM GMT - Time Source: server
-  Agreement completed.  
2023-02-02 - 10:02:51 PM GMT



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