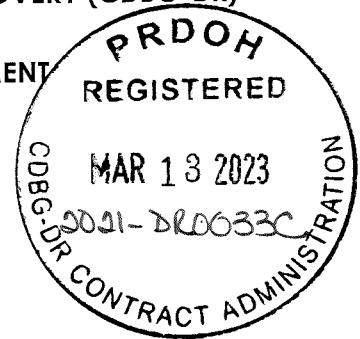




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

AMENDMENT C TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF DORADO  
Contract No. 2021-DR0033  
Amendment No. 2021-DR0033C



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This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT C**") is entered into this 10 day of March, 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 LPRA § 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 Dorado** ("**Subrecipient**"), a local government legal entity, with principal offices at Dorado, Puerto Rico, represented herein by its Mayor, Carlos A. López Rivera, of legal age, married, and resident of Dorado, Puerto Rico; collectively the "**Parties**".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on October 2, 2020, the PRDOH and the Subrecipient executed a Subrecipient Agreement, **Contract Number 2021-DR0033** ("**Agreement**") for a period of thirty-six (36) months from the day of its execution, ending on **October 2, 2023**, for **ONE MILLION FOUR HUNDRED ONE THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS AND TWELVE CENTS (\$1,401,632.12)** for the Subrecipient to undertake its activities under the **City Revitalization Program** ("**Program**").

**WHEREAS**, the Subrecipient Agreement was amended on **August 13, 2021** through **Amendment A**, registered as **Contract No. 2021-DR0033A**. Amendment A served the purpose of modifying certain terms and conditions of the Agreement as well as amending **Exhibit A** (Scope of Work), **Exhibit B** (Timeline and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit E** (Funds Certification), **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations and PRDOH Requirements), **Exhibit G** (Special Conditions), and adding a new **Exhibit H** (Subrogation and Assignment Provisions). Via Amendment A, the total authorized budget allocated to the Subrecipient to continue undertaking its activities under the Program was increased to **TEN MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS AND NINETY-FIVE CENTS (\$10,687,444.95)**.

**WHEREAS**, the Subrecipient Agreement was amended on **November 3, 2022** through **Amendment B**, registered as **Contract No. 2021-DR0033B**. Amendment B served the purpose of extend the **END TERM** of the Agreement to **December 31, 2025** as well as updated versions of **Exhibit C** (Key Personnel), **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) and **Exhibit H** (Subrogation and Assignment Provisions). Also, a new **Exhibit I** (Non-Conflict of Interest Certification) was incorporated. Furthermore, **Section II. ATTACHMENTS** and **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** were modified. Moreover, **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** was added to the Agreement.

**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 C** 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 C**.

**WHEREAS**, the Subrecipient has the legal power and authority to enter into this **AMENDMENT C** with the PRDOH, in accordance with Article 1.008(q) of the Puerto Rico Municipal Code, Act No. 107 of August 14, 2020, 21 LPRA § 7013(q), and by signing this **AMENDMENT C**, 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 C** subject to the following:

**II. TERMS AND CONDITIONS**

**A. SAVINGS CLAUSE**

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

**B. SCOPE OF THE AMENDMENT**

The Parties acknowledge and agree that this **AMENDMENT C** 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 C**.

**C. AMENDMENTS**

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

*The Subrecipient does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the*

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*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 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.*

b. **Exhibit D** (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement. (See **Attachment I**).

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**III. SEVERABILITY**

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

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

**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.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS THEREOF, the Parties hereto execute this **AMENDMENT C** 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 (Mar 10, 2023 14:50 AST)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

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**MUNICIPALITY OF DORADO**  
**Subrecipient**

By: Carlos A. López Rivera  
Carlos Lopez (Mar 10, 2023 13:57 AST)  
Name: Carlos A. López Rivera  
Title: Mayor

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## EXHIBIT D

### BUDGET

#### CITY REVITALIZATION PROGRAM

#### MUNICIPALITY OF DORADO

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

- a) The Puerto Rico Department of Housing (PRDOH) designated to the Municipality of Dorado ("the **Subrecipient**") a total allocation amount of \$10,687,444.95 for the City Revitalization Program (CRP).
- 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 six (6) items:

Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services	\$75,000.00
2	Professional Services (Contracted)	\$2,052,488.99
3	Construction Services (Contracted)	\$8,549,955.96
4	Publications	\$10,000.00
5	Equipment	\$0.00
6	Other Operating	\$0.00

**Total Authorized Budget:** \$10,687,444.95

##### 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










# CRP-DORADO-AMENDMENT C

Final Audit Report

2023-03-10

Created:	2023-03-10
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-  Document emailed to Carlos Lopez (alcalde\_dorado@yahoo.com) for signature  
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-  Document e-signed by Carlos Lopez (alcalde\_dorado@yahoo.com)  
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-  Email viewed by w.rodriguez@vivienda.pr.gov  
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-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
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-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)  
Signature Date: 2023-03-10 - 6:50:34 PM GMT - Time Source: server
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