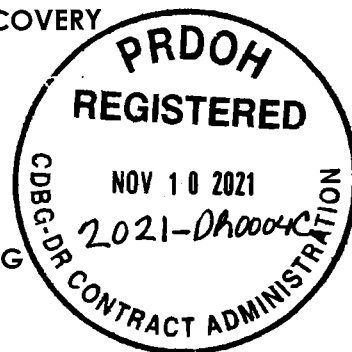




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY  
(CDBG-DR)  
City Revitalization Program

AMENDMENT C to the  
SUBRECIPIENT AGREEMENT  
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF CAMUY



This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT C**") is entered into this 10 day of November, 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 CAMUY** (the "**SUBRECIPIENT**"), an Autonomous Municipality with principal offices at **CAMUY**, Puerto Rico, represented herein by its Mayor, Gabriel Hernández Rodríguez, of legal age, single, and resident of Camuy, Puerto Rico, collectively the "**PARTIES**".

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**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on August 12, 2020, the PRDOH and the SUBRECIPIENT executed a Subrecipient Agreement, Contract No. 2021-DR0004 (hereinafter, "**SUBRECIPIENT AGREEMENT**") for one million two hundred twenty eight thousand eighty five dollars with eighty six cents (**\$1,228,085.86**) for a period of performance ending in August 12, 2023; 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**, the Parties agreed to modify the SUBRECIPIENT AGREEMENT via **AMENDMENT A, Contract No. 2021-DR0004A**, executed on **January 27, 2021**. In summary, the **Amendment A** served the purpose of modifying and amending certain terms and conditions of the Subrecipient Agreement, as well as the Exhibit A (Scope of Work) and Exhibit B (Timelines and Performance Goals).

**WHEREAS**, the Parties agreed to modify the SUBRECIPIENT AGREEMENT via **AMENDMENT B, Contract No. 2021-DR0004B**, executed on **July 19, 2021**. In summary, the **Amendment B** 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 nine million, three hundred sixty four thousand one hundred fifty four dollars with seventy cents (**\$9,364,154.70**).

**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, which includes a modification of the **Exhibit**

C attached to the aforementioned Agreement; (**See Attachment I of this AMENDMENT C**).

**WHEREAS**, this AMENDMENT C 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**, attached to the aforementioned Agreement;

**WHEREAS**, this AMENDMENT C does not affect the term nor the overall amount of the SUBRECIPIENT AGREEMENT.

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**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,

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**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 C** with the PRDOH, and by signing this **AMENDMENT C**, 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 C subject to the following:

## TERMS AND CONDITIONS

### II. SAVINGS CLAUSES

The information included in this AMENDMENT C 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 C. The Total Authorized budget included in the SUBRECIPIENT AGREEMENT shall not be changed.

### III. ATTACHMENT

The information included in this AMENDMENT C serves the purpose of modifying and amending certain terms and conditions under the SUBRECIPIENT AGREEMENT specifically the **Exhibit C**. 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 C with the purpose of modifying certain sections of the existing SUBRECIPIENT AGREEMENT, specifically, **Exhibit C** (KEY PERSONNEL).

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

- A. The parties intend to amend **EXHIBIT C (KEY PERSONNEL)**, Section **"I. Staff positions and maximum budget"** of the SUBRECIPIENT AGREEMENT, to adjust Staff Positions and the Maximum Budgets as follows; (**See Attachment II of this AMENDMENT C**):

*I. Staff positions and maximum budget*

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[A] Name of Staff Position (Subrecipient Self-Performed Services)	[B] Staff Position Maximum Budget (for 36 months)
<i>Manager</i>	<i>\$59,535.00</i>
<i>Coordinator</i>	<i>\$130,575.00</i>
<i>Financial Manager</i>	<i>\$23,859.00</i>
<i>Financial Assistant</i>	<i>\$30,177.00</i>
<i>Compliance Manager</i>	<i>\$2,384.69</i>
<i>Outreach &amp; Community Coordinator</i>	<i>\$41,067.31</i>
<i>Administrative Assistant</i>	<i>\$25,347.00</i>

**VI. 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.

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

**VIII. 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.

**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

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

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.

**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.


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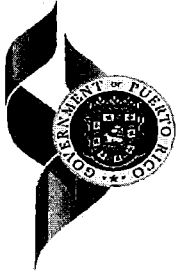
**IN WITNESS THEREOF**, the PARTIES hereto execute this AMENDMENT C in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee**

William O. Rodriguez Rodriguez  
By: William O. Rodriguez Rodriguez (Nov 10, 2021 12:03 AST)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

**SUBRECIPIENT**

  
By: Gabriel Hernández, MPA (Nov 10, 2021 09:20 AST)  
Name: Hon. Gabriel Hernández Rodríguez  
Title: Mayor of the Municipality of Camuy  
DUNS Number: 091077487



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

Attachment I

October 25, 2021

Maytte Texidor, Esq.  
CDBG-DR Legal Director

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

Maretzie Díaz Sánchez, Esq.  
Disaster Recovery Deputy Secretary

**VISTO BUENO**

*[Signature]*  
Lcdo. William O. Rodríguez Rodríguez  
Secretario

*[Signature]*

Re: CDBG-DR City Revitalization Program Subrecipient Agreement (SRA)

By way of this communication, we hereby request an amendment to the Subrecipient Agreement between PRDOH and the Municipality of Camuy for the City Revitalization Program. The amendment is requested for: Exhibit C – Key Personnel of the Agreement. The Municipality of Camuy has determined that, because of the need to invoice the hours worked by the Compliance Manager of the Program on the months from September 2020 to January 2021, the budget for the position of Compliance Manager be increased by \$2,384.69; from \$0.00 to \$2,384.69. The new Exhibit C – Key Personnel will show the following distribution:

Name of Staff Position	Previous Amount	New Amount
Manager	\$59,535.00	\$59,535.00
Coordinator	\$130,575.00	\$130,575.00
Financial Manager	\$23,859.00	\$23,859.00
Financial Assistant	\$30,177.00	\$30,177.00
Compliance Manager	\$0.00	\$2,384.69
Outreach & Community Coordinator	\$43,452.00	\$41,067.31
Administrative Assistant	\$25,347.00	\$25,347.00

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

Sincerely,

*[Signature]*  
Shirley Birriel Osorio  
Director, Infrastructure Grant Management

*[Signature]*  
William O. Rodríguez Rodríguez, Esq.  
Secretary Department of Housing

*[Signature]*  
Maretzie Díaz Sánchez, Esq.  
Disaster Recovery Deputy Secretary

*[Signature]*  
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*[Signature]*  
WDRR



## ATTACHMENT II

### EXHIBIT C

### KEY PERSONNEL

### CITY REVITALIZATION PROGRAM

### MUNICIPALITY OF CAMUY

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The following table shows the Key Personnel staffing plan for the Municipality of Camuy ("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	\$59,535.00
Coordinator	\$130,575.00
Financial Manager	\$23,859.00
Financial Assistance	\$30,177.00
Compliance Manager	\$2,384.69
Outreach and Community Coordinator	\$41,067.31
Administrative Assistant	\$25,347.00

**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.

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**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.









# CAMUY - CRP - SRA - AMENDMENT C

Final Audit Report

2021-11-10

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By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
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2021-11-10 - 12:48:29 PM GMT
-  Email viewed by Gabriel Hernández, MPA (camuycitymayor@gmail.com)  
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-  Document e-signed by Gabriel Hernández, MPA (camuycitymayor@gmail.com)  
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