



**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
MUNICIPAL RECOVERY PLANNING PROGRAM**

AMENDMENT C TO THE SUBRECIPIENT AGREEMENT

**BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING**

**AND THE
MUNICIPALITY OF TOA ALTA**

Contract No. 2022-DR0034
Amendment No. 2022-DR0034C



This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT C")** is entered into this 18 day of July, 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 Guaynabo, Puerto Rico; and the Municipality of Toa Alta ("**Subrecipient**"), a local government legal entity, with principal offices at Toa Alta, Puerto Rico, represented herein by its Mayor, Clemente Agosto Lugardo, of legal age, married, and resident of Toa Alta, Puerto Rico; collectively the "**Parties**".

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 19, 2021, the PRDOH and the Subrecipient executed a Subrecipient Agreement, Contract Number **2022-DR0034 ("Agreement")**, for **FIVE HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS (\$593,415.00)** for the Subrecipient to undertake its activities under the **Municipal Recovery Planning Program ("Program")**. The Parties agreed on a performance period of **twelve (12) months** from the date of the execution of the Agreement ending on **July 18, 2022**.

WHEREAS, on July 15, 2022, the PRDOH and the Subrecipient executed an **Amendment A** to the Agreement, Contract Number **2022-DR0034A ("Amendment A")**. Via Amendment A, the **PERIOD OF PERFORMANCE** and **END DATE** of the Agreement were modified. The Parties agreed to extend the performance period to **twenty (20) months** from the date of the execution of the Agreement, ending on **March 18, 2023**. **Amendment A** did not affect the overall budget amount of the Agreement.

WHEREAS, on January 10, 2023, the PRDOH and the Subrecipient executed an **Amendment B** to the Agreement, Contract Number **2022-DR0034B ("Amendment B")**. Via **Amendment B**, the **PERIOD OF PERFORMANCE** and **END DATE** of the Agreement were modified. The Parties agreed to extend the performance period to **twenty-four (24) months** from the date of the execution of the Agreement, ending on **July 18, 2023**. Moreover, updated versions of **Exhibit D** (Budget), **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, PRDOH Requirements), **Exhibit H** (Subrogation and Assignment Provisions), and a new **Exhibit I** (Non-Conflict of Interest Certification) were incorporated by reference into the Agreement via **Amendment B**. Notwithstanding the aforementioned modifications, **Amendment B** did not affect the overall budget amount of 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.

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

B. SCOPE OF THE AMENDMENT

The goal of the Program is for the Municipalities to envision a potential future and develop a plan for recovery and resilience for all population within their Municipality. In order to achieve the Program goals, the Parties acknowledge and agree that it is necessary to amend the **END TERM** of the Agreement to **December 18, 2023**. Modifications to the **General Award Information** table in **Section I** of the Agreement and changes to **Section V. EFFECTIVE DATE AND TERM** of the Agreement are being incorporated via this **AMENDMENT C** to accommodate the aforementioned modification.

As stated before, all other provisions of the original Agreement, including the total budget amount, 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-17-DM-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2018
CDBG-DR Grantee Unique Identifier:	Unique Entity ID #: FFMUBT6WCM1
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	Hon. Clemente Agosto Lugardo Mayor Municipality of Toa Alta P.O. Box 82 Toa Alta, PR 00954 787-870-2100


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Subrecipient Unique Identifier:	Unique Entity ID #: EELZK1K9FLZ4
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: December 18, 2023
Funds Certification:	Dated: July 14, 2021 Authorized Amount: \$593,415.00 Funds Allocation: CDBG-DR "R01P06MRP-DOH-NA" Account Number: 6090-01-000 See Exhibit E ("Funds Certification")

b. **Section V. EFFECTIVE DATE AND TERM** of the Agreement is being amended as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement extends from the date of its execution and ends on **December 18, 2023**.*

*The MRP Program will occur as two (2) consecutive components to identify projects and actions necessary for holistic recovery from Hurricanes Irma and María: Individual Municipal Planning and Regional Municipal Planning. This Agreement only pertains to Individual Municipal Planning. This Individual Municipal Planning process will have a Pre-Program Activity Period which will last a maximum of six (6) months and will comprise activities depending on the procurement option chosen by the Subrecipient. These activities may include but are not limited to independent procurement, mobilization, staff buildup, and launch. Individual Municipal planning-specific activities must be submitted to PRDOH within six (6) months of the planning start date. After the six (6) month Individual Planning Activity period, PRDOH will conduct a final review of the Individual Municipal Plans. Hence, the entire Individual Municipal Planning process will have a maximum term, ending on **December 18, 2023**. More details may be found in Exhibit A ("Scope of Work") and Exhibit B ("Timelines and Performance Goals").*

*The End of Term shall be the later of (i) **December 18, 2023**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ have been satisfied or, where no Close-Out Requirements apply to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.*

[...]

III. SEVERABILITY

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

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**.


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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 thereto. 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, 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. NON-CONFLICT OF INTEREST CERTIFICATION

The Subrecipient reassures PRDOH its willingness to comply with the applicable conflict of interest policies by signing the Non-Conflict of Interest certification incorporated by reference into the Agreement via **AMENDMENT C** (See **Attachment I**).

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 (Jul 18, 2023 17:25 EDT)
Name: William O. Rodríguez Rodríguez
Title: Secretary

MUNICIPALITY OF TOA ALTA Subrecipient

Clemente Agosto Lugardo
By: Clemente Agosto Lugardo (Jul 17, 2023 12:00 EDT)
Name: Clemente Agosto Lugardo
Title: Mayor


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ATTACHMENT I

NON-CONFLICT OF INTEREST CERTIFICATION

MUNICIPAL RECOVERY PLANNING PROGRAM

MUNICIPALITY OF TOA ALTA

The Subrecipient certifies that to the best of its knowledge:

1. No public servant of this executive agency has a pecuniary interest in this agreement, contract, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second of affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Clemente Agosto Lugardo
Clemente Agosto Lugardo (Jul 17, 2023 12:00 EDT)
Signature

17 julio 2023
Date

Clemente Agosto Lugardo
Printed Name

Mayor
Position