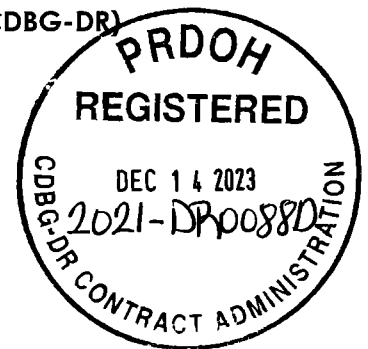




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

AMENDMENT D TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF HORMIGUEROS  
Contract No. 2021-DR0088  
Amendment No. 2021-DR0088D



This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT D")** is entered into this 12 day of December, 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 Guaynabo, Puerto Rico; and the **Municipality of Hormigueros ("Subrecipient")**, a local government legal entity, with principal offices at Hormigueros, Puerto Rico, represented herein by its Mayor, Hon. Pedro Juan García Figueroa, of legal age, married, and resident of Hormigueros, Puerto Rico; collectively the **"Parties"**.

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on February 10, 2021, the PRDOH and the Subrecipient executed a Subrecipient Agreement, registered as Contract Number **2021-DR0088** ("Agreement") for the amount of **one million one hundred eight thousand seven hundred five dollars and eighty-six cents (\$1,108,705.86)** 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 **February 10, 2024**.

**WHEREAS**, on June 3, 2021, the PRDOH and the Subrecipient executed **AMENDMENT A**, Contract No. **2021-DR0088A** ("**Amendment A**"). In summary, the **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). Through Amendment A, the total authorized budget allocated to the Agreement was increased to **eight million four hundred fifty-three thousand eight hundred eighty-two dollars and twenty-one cents (\$8,453,882.21)**.

**WHEREAS**, on January 26, 2022, the PRDOH and the Subrecipient executed **AMENDMENT B**, Contract No. **2021-DR0088B** ("**Amendment B**"). The **Amendment B** entailed a modification to the **Exhibit D** (Budget) of the Agreement. An additional budget item, identified as Publications, was 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) was reallocated to cover the costs under the added Publications budget item.

**WHEREAS**, on November 16, 2022, the PRDOH and the Subrecipient executed **AMENDMENT C**, Contract No. **2021-DR0088C** ("**Amendment C**"). Via **Amendment C**, the **End Term** of the Agreement was extended until **December 31, 2025**. Moreover, 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) and a new **Exhibit I** (Non-Conflict of Interest Certification) were incorporated to the Agreement as well. Furthermore, modifications to **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 incorporated to the Agreement. All other provisions of the original Agreement, including the total budget amount, remain unaltered.

**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, 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 D**.

**WHEREAS**, the Subrecipient has the legal power and authority, in accordance with its enabling statute, the Puerto Rico Municipal Code, Act No. 107 of August 14, 2020, 21 LPRC § 7001 et seq., authorizing the Subrecipient to enter into this **AMENDMENT D** with the PRDOH, and by signing this **AMENDMENT D**, 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 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, including any modified Exhibits. All provisions of the original Agreement shall continue to be in full force and effect, as amended by this **AMENDMENT D**.

### **B. SCOPE OF THE AMENDMENT**

The goal of the Program is to restore infrastructure in downtown areas, urban areas and key corridors that were impacted by Hurricanes Irma and María; and to make these facilities more resilient to future events. In order to achieve the Program goals and to ensure that all the CDBG-DR funding allocated to each Municipality is used to its fullest, the Parties acknowledge and agree that is necessary to increase the budget of the **Construction Services** Budget Item, after identifying that the construction costs for the Project PR-CRP-000508 – “Rehabilitación y Expansión de Teatro Juanita Arenas”, have increased. Therefore, the Parties agree to increase the funding of the aforementioned budget item by **two million eighty-three thousand five hundred eighty dollars and sixty-three cents (\$2,083,580.63)**, for a new total authorized budget of **ten million five hundred thirty-seven thousand four hundred sixty-two dollars and eighty-four cents (\$10,537,462.84)**.

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Moreover, this **AMENDMENT D** entails modifications to the **General Award Information** table in **Section I** of the Agreement, **Section II. ATTACHMENTS**, and **Section XII. FORCE MAJEURE** of the Agreement. Also, **Section XXXI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** is being added to the Agreement.

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Furthermore, with this **AMENDMENT D**, updated versions of **Exhibit D** (Budget) and a new **Exhibit E-1** (Funds Certification) are being incorporated by reference into the Agreement as well. All other provisions of the original Agreement, including the performance period, 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> for <u>Scope of Work</u>
Subrecipient Contact Information:	Hon. Pedro Juan García Figueroa Mayor Municipality of Hormigueros PO Box 97 Hormigueros, PR 00660
Subrecipient Unique Identifier:	Unique Entity ID: VA6DSTRAE2V3
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of this Agreement, as amended End Date: <b>December 31, 2025</b>
Funds Certification:	Dated: May 25, 2021 Authorized Amount: <b>\$8,453,882.21</b> Funds Allocation: CDBG-DR "R02M27CR-DOH-LM" CDBG-DR "R02M27CR-DOH-UN" Account Number: 6090-01-000 See <b>Exhibit E</b> for <u>Funds Certification</u>
	Date: November 29, 2023 Authorized Amount: <b>\$2,083,580.63</b> Funds Allocation: CDBG-DR "R02M27CR-DOH-LM" CDBG-DR "R02M27CR-DOH-UN" Account Number: 6090-01-000 See <b>Exhibit E-1</b> (Funds Certification)  Total Authorized Budget: <b>\$10,537,462.84</b>

b. **Section II. ATTACHMENTS** of the Agreement is being amended to incorporate **Exhibit E-1** (Funds Certification) in the list of exhibits that are attached to the Agreement, as follows:

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Exhibit A	Scope of Work
Exhibit B	Timelines and Performance Goals
Exhibit C	Key Personnel
Exhibit D	Budget
Exhibit E	Funds Certification
Exhibit E-1	Funds Certification
Exhibit F	HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements
Exhibit G	Special Conditions
Exhibit H	Subrogation and Assignment Provisions
Exhibit I	Non-Conflict of Interest Certification

[...]

c. The parties agree to amend **Section XII. FORCE MAJEURE** as follows:

*In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the Contractor or Subrecipient shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.*

*The Contractor or Subrecipient shall notify the PRDOH in writing as soon as possible, but in any event within ten (10) business days of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The Contractor or Subrecipient may be entitled to reasonable adjustments in schedule, among other measures, in the foregoing circumstances. If non-performance continues for more than thirty (30) days, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the Contractor or Subrecipient.*

d. The Parties agree to add **Section XXXI. 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 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.*

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- e. **Exhibit D** (Budget) of the Agreement is being replaced by a modified version of the **Exhibit D** (Budget) hereto incorporated by reference into the Agreement. (See **Attachment I**). Specially, the changes in **Exhibit D** are the following:

i. **Budget item 3** – Construction Services (Contracted) is being increased from **\$6,763,105.77** to **\$8,846,686.40**.

ii. The total authorized budget is being increased from **\$8,453,882.21** to **\$10,537,462.84**.

- f. **Exhibit E-1** (Funds Certification) is being incorporated by reference into the Agreement (See **Attachment II**). The aforementioned modification entails an increase in the Total Authorized Budget of the Agreement with an additional amount of **\$2,083,580.63** for a new grand total of **\$10,537,462.84**.

### III. SEVERABILITY

If any provision of this **AMENDMENT D** is held invalid, the remainder of the **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 hereto. 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, 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.

### VII. 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 this **AMENDMENT D. (See Attachment III).**

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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 (Dec 12, 2023 15:25 AST)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

**MUNICIPALITY OF HORMIGUEROS**  
**Subrecipient**

By: Pedro J. García Figueroa  
Pedro J. García Figueroa (Dec 12, 2023 10:40 AST)  
Name: Pedro Juan García Figueroa  
Title: Mayor



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**EXHIBIT D – BUDGET**  
**CITY REVITALIZATION PROGRAM**  
**MUNICIPALITY OF HORMIGUEROS**

**1. Total Allocation and Authorized Budget**

- a) The Puerto Rico Department of Housing (PRDOH) designated to the Municipality of Hormigueros ("the Subrecipient") a total allocation amount of **\$10,537,462.84** 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 six (6) items:

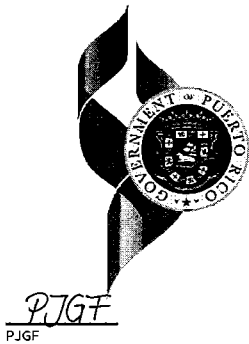
Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services	\$563,439.60
2	Professional Services (Contracted)	\$1,107,336.84
3	Construction Services (Contracted)	\$8,846,686.40
4	Publications	\$20,000.00
5	Equipment	\$0.00
6	Other Operating	\$0.00

**Total Authorized Budget:      \$10,537,462.84**

**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-1

Contract Code: 1238-d

Type: Change Order A\_V2

Original Registered Code: 2021-DR0088

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: MUNICIPALITY OF HORMIGUEROS  
Source of Funds: 14.228 CDBG Funds  
For: Amendment D to 2021-DR0088 (CRP)  
Amount: \$2,083,580.63

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 - Construction Services (Contracted)	6090-01-000	\$1,458,506.44
B-18-DP-72-0001	MultiSector	r02m27cr-doh-un	M - Construction Services (Contracted)	6090-01-000	\$625,074.19
					\$2,083,580.63

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 - 11/29/2023  
Electronic Approval  
Budget Manager

Nilda Baez Signed Date - 11/29/2023  
Electronic Approval  
Finance Director

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

Ave. Barbosa #606 Edificio Juan C. Cordero Dávila, Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365  
Tel:(787)274-2527 | [www.vivienda.pr.gov](http://www.vivienda.pr.gov)





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# EXHIBIT I

## CITY REVITALIZATION PROGRAM

## NON-CONFLICT OF INTEREST CERTIFICATION

## MUNICIPALITY OF HORMIGUEROS

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.

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

Pedro J. García Figueroa  
Pedro J. García Figueroa (Dec 12, 2023 10:40 AST)  
Signature

Pedro Juan García Figueroa  
Printed Name

December 12, 2023  
Date

Mayor  
Municipality of Hormigueros  
Position