



AMENDMENT B

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

**AMENDMENT B TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
MUNICIPALITY OF CANÓVANAS**
Contract No. 2021-DR0261
Amendment No. 2021-DR0261B



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT (AMENDMENT B)** is entered into this 15 of August, 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 CANÓVANAS (SUBRECIPIENT)**, a local government legal entity, with principal offices at Canóvanas, Puerto Rico, represented herein by its Mayor, Hon. Lornna J. Soto Villanueva, of legal age, single, and resident of Canóvanas, Puerto Rico; collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on June 4, 2021, the PRDOH and the Subrecipient executed a Memorandum of Understanding, registered as Contract Number **2021-DR0261 (Agreement)**, for **ONE HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED EIGHT DOLLARS WITH EIGHTY-THREE CENTS (\$149,708.83)** to provide the Subrecipient with the capacity to successfully assume the delegated functions, including recruiting resources that will be in charge of carrying out administrative tasks related to programmatic compliance efforts. The Parties agreed on a performance period of **twenty-four (24) months** from the day of the execution of the Agreement, ending on **June 1, 2023**.

WHEREAS, on May 22, 2023, the PRDOH and the Subrecipient executed **Amendment A**, Contract Number **2021-DR0261A (Amendment A)**. Via Amendment A, the term of the Agreement was extended for an additional **twelve (12) months** ending on **June 1, 2024**. In addition, a modified **Exhibit C** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) and, a new **Exhibit D** (Non-Conflict of Interest Certification) was incorporated into 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 B** 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 B**.

WHEREAS, the Subrecipient has the legal power and authority to enter into this **AMENDMENT B** 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 LPRA § 7013(q); and by signing this **AMENDMENT B**, 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 B** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT B** serves the purpose of modifying and amending certain terms and conditions under the Agreement and modifying or incorporating several exhibits, as established in the following sections B and C of this **AMENDMENT B**. 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 to provide the Subrecipient with the capacity to successfully assume the delegated functions, including recruiting resources to carry out administrative tasks related to programmatic compliance efforts. To achieve this goal, an additional amount of **FORTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS AND SEVENTEEN CENTS (\$47,185.17)** is being allocated to the Subrecipient to continue undertaking its activities. **Exhibit B-I** (Certification of Funds) is being incorporated via this **AMENDMENT B** to accommodate this additional allocation of funds. Also, an updated version of **Exhibit D** (Non-Conflict of Interest Certification) is incorporated by reference into the Agreement. All other provisions of the original Agreement remain unaltered.

C. AMENDMENTS

- a. The Parties wish to amend the **GENERAL AWARD INFORMATION** table in **Section III** 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
Federal Award project description:	See Exhibit A ("Scope of Work")
CDBG-DR Grantee Unique Identifier:	Unique Entity ID #: FFMUBT6WCM1
Subrecipient Contact Information:	Hon. Lornna J. Soto Villanueva Mayor Municipality of Canóvanas PO Box 1612 Canóvanas, PR 00729
Subrecipient Unique Identifier:	Unique Entity ID #: MKALLMX77LN7
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section VII of the Agreement. End Date: June 1, 2024

Funds Certification:	Date: May 20, 2021 Authorized Amount: \$149,708.83 Funds Allocation: CDBG-DR "R02M27CR-DOH-LM" CDBG-DR "R02M27CR-DOH-UN" Account Number: 6090-01-000 See Exhibit B ("Funds Certification")
Funds Certification:	Date: July 13, 2023 Authorized Amount: \$47,185.17 Funds Allocation: CDBG-DR "R02A01ADM-DOH-NA" Account Number: 6090-01-000 See Exhibit B-I ("Funds Certification")
Total Fund Allocation:	\$196,894.00

b. **Section IV. ATTACHMENTS** of the Agreement is being amended as follows.

The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Certification of Funds
Exhibit B-I	Certification of Funds
Exhibit C	HUD General Provisions
Exhibit D	Non-Conflict of Interest Certification

[...]

c. **Exhibit B-I** (Certification of Funds) of the Agreement is being incorporated to add **FORTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS AND SEVENTEEN CENTS (\$47,185.17)** to the allocation of funds available to the Subrecipient to undertake its activities. As a result, via this, the total amount of administrative funds allocated to the Subrecipient is being increased to a new total of **ONE HUNDRED NINETY-SIX THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS (\$196,894.00)**. (See **Attachment I**).

d. An updated **Exhibit D** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement (See **Attachment II**).

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT B** 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 B**.

V. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this **AMENDMENT B** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT B**.

and any subsequent amendment thereto. The services object of this **AMENDMENT B** may not be invoiced or paid until this **AMENDMENT B** 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.

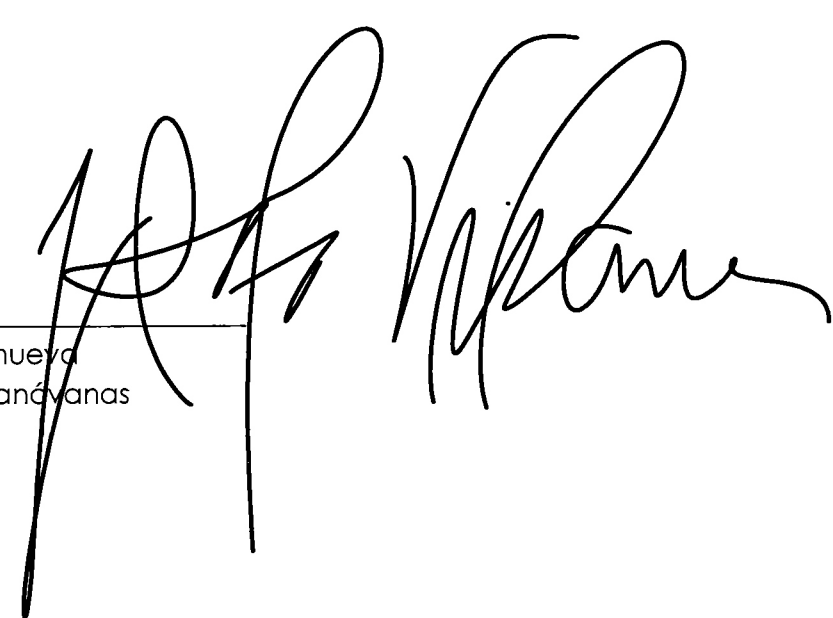
IN WITNESS THEREOF, the Parties hereto execute this **AMENDMENT B** in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING CDBG-DR Grantee

By: 
Name: William O. Rodríguez Rodríguez
Title: Secretary

MUNICIPALITY OF CANÓVANAS Subrecipient

By: 
Name: Hon. Lornna J. Soto Villanueva
Title: Mayor of Municipality of Canóvanas





GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT I

Contract Code: 2148-b
Type: Change Order A_V2
Original Registered Code: 2021-DR0261

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: MUNICIPALITY OF CANOVANAS
Source of Funds: 14.228 CDBG Funds
For: Amendment b to 2021-DR0261
Amount: \$47,185.17

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	Admin Municipal	r02a01adm-doh-na	A - Subsidy for Municipalities	6090-01-000	\$47,185.17
					\$47,185.17

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 - 07/07/2023
Electronic Approval
Budget Manager

Nilda Baez Signed Date - 07/13/2023
Electronic Approval
Finance Director

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

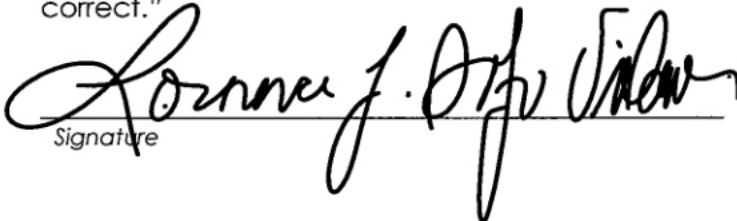


EXHIBIT D
ADMINISTRATIVE FUNDS ASSIGNMENT FOR MUNICIPALITIES
NON-CONFLICT OF INTEREST CERTIFICATION
MUNICIPALITY OF CANÓVANAS

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."


Signature

Hon. Lornna J. Soto Villanueva
Printed Name

Date

Mayor
Position