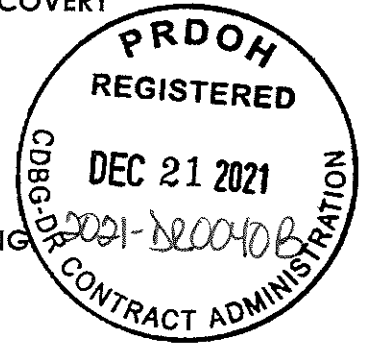




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
(CDBG-DR)
City Revitalization Program

AMENDMENT B to the
SUBRECIPIENT AGREEMENT
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING
AND THE
MUNICIPALITY OF CANÓVANAS



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT B**") is entered into this 20 day of December, 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 CANÓVANAS** (the "**SUBRECIPIENT**"), a Municipality with principal offices at Canóvanas, Puerto Rico, represented herein by its Mayor, 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 **October 15, 2020**, the PRDOH and the SUBRECIPIENT executed a Subrecipient Agreement, Contract Number **2021-DR0040** (hereinafter, "**SUBRECIPIENT AGREEMENT**") for one million six hundred sixty-seven thousand four hundred eighty-three dollars with seventy-seven cents (**\$1,667,483.77**) for a period of performance ending in October 15, 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-DR0040A**, executed on **October 10, 2021** (hereinafter, Amendment A"); In this Amendment, PRDOH assigned an additional fund to the Subrecipient of eleven million forty seven thousand seventy nine dollars with ninety nine cents (\$11,047,079.99), being the total allocation amount to the Subrecipient of twelve million seven hundred fourteen thousand five hundred sixty three dollars with seventy six cents (\$12,714,563.76). Additionally, the term of the Agreement was amended to October 3, 2023.

WHEREAS, it is the intention of the parties to modify and amend certain terms and conditions of the SUBRECIPIENT AGREEMENT (**See Attachment I**), which includes a modification of the **Exhibit D** attached to the aforementioned Agreement; (**See Attachment II of this AMENDMENT B**); Additionally, the term of the agreement will be amended to October 15, 2023;

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;

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WHEREAS, this **AMENDMENT B** 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 D**, attached to the aforementioned Agreement;

WHEREAS, this AMENDMENT B does not affect the term nor the overall amount of the SUBRECIPIENT AGREEMENT;

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,

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, as amended, authorizing the Municipality to enter into this **AMENDMENT B** with the PRDOH, and by signing this **AMENDMENT B**, 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 B subject to the following:

TERMS AND CONDITIONS

II. SAVINGS CLAUSES

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

III. SCOPE OF AMENDMENT

The parties intend to amend **EXHIBIT D** (BUDGET), for a budget restructure. The Professional Services budget will decrease twenty thousand dollars (\$20,000.00) to create a new budget item for Equipment with a budget total of twenty thousand dollars (\$20,000.00). Nevertheless, the parties acknowledge that the Total Authorized Budget remains unchanged as follows; **(See Attachment II of this AMENDMENT B)**.

IV. AMENDMENTS

- a. The following Exhibit is being replaced by a modified Exhibit:
 - i. Exhibit D (Budget) of the Agreement is being replaced by a modified Exhibit D (Budget) hereto incorporated by reference into the Agreement. (See Attachment II).
- b. Section V (Effective Date and Term) of the Agreement is being replaced by the following Section V (Effective Date and Term) of the Agreement:

CONTINUES ON THE FOLLOWING PAGE

V. EFFECTIVE DATE AND TERM

This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement is **thirty-six (36) months** from the date of its execution, ending in **October 15, 2023**.

The End of Term shall be the later of: (i) **October 15, 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 are applicable 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.

The Subrecipient hereby acknowledges that this Agreement is subject to the grant agreement between the Government of Puerto Rico or the PRDOH, and HUD (the "Grant Agreement"); and the availability of the allocated CDBG-DR funds. The Subrecipient also acknowledges and agrees that any suspension, cancellation, termination or otherwise unavailability of the CDBG-DR allocation(s) shall result in the immediate suspension, cancellation, or termination of this Agreement, upon PRDOH's notice.

V. SEVERABILITY

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

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

VII. 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 hereto. 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, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

VIII. 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

¹ "Close-Out Requirements" means all requirements to be satisfied by each party in order to close-out this Agreement and the CDBG-DR funds provided herein in accordance with applicable Requirements of Law, including the execution and delivery by one or more of the Parties of all close-out agreements or other legal instruments and the taking of any actions by one or more of the Parties in connection with such close-out, in any case as required under applicable Requirements of Law.


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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.

IX. 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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X. 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.

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: William O. Rodríguez Rodríguez (Dec 20, 2021 15:53 AST)
Name: William O. Rodríguez Rodríguez
Title: Secretary

SUBRECIPIENT


By: Lornna J. Soto Villanueva (Dec 16, 2021 16:56 AST)
Name: Lornna J. Soto Villanueva
Title: Mayor of the Municipality of Canóvanas
DUNS Number: 090555723



15 de noviembre de 2021

ATTACHMENT I

Ing. Shirley Birriel Osorio
Deputy Director Infrastructure
Grant Management CDBG-DR Program
Puerto Rico Department of Housing

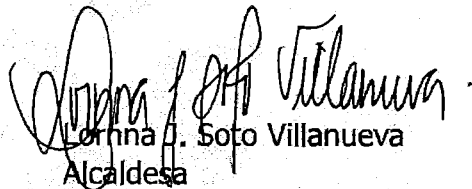
Estimada Ingeniera Birriel:

RE: PROGRAMA DE REVITALIZACIÓN DE LA CIUDAD (CRP)

El Gobierno Municipal de Canóvanas luego de evaluar el paquete de documentos contractuales del Programa Revitalización de la Ciudad (CRP), sugiere enmendar el contrato para reestructurar las partidas y asignar fondos para equipos técnicos y administrativos. Dicha enmienda responde mejor a las necesidades de nuestro municipio, por tal motivo, solicitamos continuar con los procesos requeridos para rectificar dichos cambios. Los mismos ascienden a \$20,000, los cuales serán invertidos en programas de computadoras, AutoCad, Sketchup Pro, Enscape for Sketchup, Adobe Illustrator, un archivo (file cabinet), una computadora Workstation, monitores y tres estaciones de trabajos con sillas.

De requerir información adicional puede contactar al Planificador Joel O. Olmedo Álvarez, Gerente del Programa Revitalización de la Ciudad al tel. (787) 556-2429 o mediante correo electrónico joOlmedo@canovanassgov.com

Cordialmente,


Lornna J. Soto Villanueva
Alcaldesa

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EXHIBIT D - BUDGET

CITY REVITALIZATION PROGRAM

1. Total Allocation and Authorized Budget

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- a) The Puerto Rico Department of Housing (PRDOH) designated to the Canovanas ("the Subrecipient") a total allocation amount of \$12,714,563.76 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.

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2. Distribution of Authorized Maximum Budget

- a) The maximum budget amount shall be distributed in the following three (3) items:

Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services	\$337,000.00
2	Professional Services (Contracted)	\$2,185,912.75
3	Construction Services (Contracted)	\$10,171,651.01
4	Equipment	\$20,000.00

Total Authorized Budget: \$12,714,563.76

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









CITY REV AMENDMENT B CANOVANAS

Final Audit Report

2021-12-20

Created:	2021-12-13
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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Transaction ID:	CBJCHBCAABAAEhJOc662sSZDIVEssy1gJUMCfPpO3orA

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