



**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 AGUADILLA**



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This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT B**") 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 AGUADILLA** (the "**SUBRECIPIENT**"), a Municipality with principal offices at **AGUADILLA**, Puerto Rico, represented herein by its Mayor, Julio Roldán Concepción, of legal age, married, and resident of AGUADILLA, Puerto Rico, collectively the "**PARTIES**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on June 23, 2020, the PRDOH and the SUBRECIPIENT executed a Subrecipient Agreement, Contract Number **2020-DR0045** (hereinafter, "**SUBRECIPIENT AGREEMENT**") for one million five hundred fifty-six thousand two hundred twenty-two dollars and seventy-six cents (**\$1,556,222.76**) for a period of performance ending in June 22, 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. 2020-DR0045A**, executed on **August 3, 2021**. In summary, the **Amendment A** served the purpose of increasing the original total authorized budget allocated to the Subrecipient to continue undertaking its activities under the City Revitalization Program. The total authorized budget was increased to eleven million eight hundred sixty-six thousand one hundred ninety-eight dollars and fifty-three cents (**\$11,866,198.53**).

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

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, 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. ATTACHMENT

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

V. AMENDMENTS¹

- A. The parties intend to amend **EXHIBIT D** (BUDGET), **Section "2. Distribution of Authorized Maximum Budget"**, subsection **"(a) The maximum budget amount shall be distributed in the following three (3) items"** of the SUBRECIPIENT AGREEMENT.

¹ For easier review, Amendments will appear in *italics* throughout the document.

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The parties agreed on the redistribution of the maximum authorized budget. As a result of said redistribution, the Professional Services (Contracted) budgeted amount was decreased while the budgeted amounts for the Subrecipient Self-Performed Services remains unchanged and the Construction Services (Contracted) were increased. Nevertheless, the parties acknowledge that the Total Authorized Budget remains unchanged as follows; **(See Attachment II of this AMENDMENT B):**

2. Distribution of Authorized Maximum Budget

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

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Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services	\$155,622.28
2	Professional Services (Contracted)	\$807,478.06
3	Construction Services (Contracted)	\$10,903,096.19

Total Authorized Budget: \$11,866,198.53

VI. 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.

VII. 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.

VIII. 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.

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 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.

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.

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

William O. Rodriguez Rodriguez

By: William O. Rodriguez Rodriguez (Nov 10, 2021 11:52 AST)

Name: William O. Rodríguez Rodríguez

Title: Secretary

SUBRECIPIENT

By: Julio Roldán (Nov 9, 2021 14:45 AST)

Name: Julio Roldán Concepción

Title: Mayor of the Municipality of AGUADILLA

DUNS Number: 105822415

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Attachment I

Oficina de Urbanismo y Ordenamiento Territorial

26 de octubre de 2021

Programa Revitalización de la Ciudad
Gobierno de Puerto Rico
Departamento de Vivienda

RE: Redistribución del Presupuesto

Saludos,

El Municipio de Aguadilla el día 3 de agosto de 2021 firmó la enmienda A del contrato 2020-DR0045 el cual recoge los acuerdos firmados anteriormente con las diferentes cantidades que fueron distribuidas según las aprobaciones del Programa CDBG-DR al Gobierno de Puerto Rico. En este contrato se modificaron las cantidades y la partida de proyectos disminuye por lo que se solicitó se enmiende a través de forma D (anejada) de la siguiente manera: \$155,622.28 Subrecipient self-performed Services, \$807,478.06 Professional Services (Contracted) y \$10,903,098.19 Construction Services (Contracted). Este cambio se solicita tomando en consideración posibles aumentos en costos de construcción.

De necesitar información adicional no dude en contactarnos.

Cordialmente,

Plán. Isabel Nieves Cruz
Gerente Programa

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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 Municipality of Aguadilla ("the Subrecipient") a total allocation amount of \$11,866,198.53 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 three (3) items:

Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services	\$155,622.28
2	Professional Services (Contracted)	\$807,478.06
3	Construction Services (Contracted)	\$10,903,098.19

Total Authorized Budget: \$11,866,198.53

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









AGUADILLA - AMENDMENT B (CRP)

Final Audit Report

2021-11-10

Created:	2021-11-09
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAKErjmwWFBOeLZKcYSPRhpoOmNJazUXKc

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2021-11-10 - 3:51:33 PM GMT- IP address: 104.47.65.254
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Signature Date: 2021-11-10 - 3:52:05 PM GMT - Time Source: server- IP address: 196.28.53.20
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2021-11-10 - 3:52:05 PM GMT