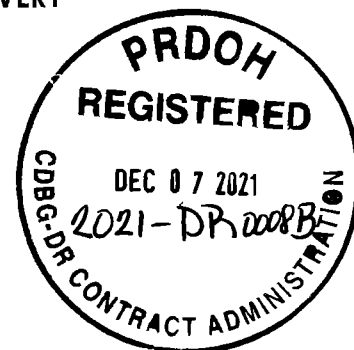




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
(CDBG-DR)
City Revitalization Program

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



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This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT B**") is entered into this 7 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 ISABELA** (the "**SUBRECIPIENT**"), a Municipality with principal offices at **ISABELA**, Puerto Rico, represented herein by its Mayor, Miguel E. Méndez Pérez, of legal age, single, and resident of ISABELA, Puerto Rico, collectively the "**PARTIES**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 24, 2020, the PRDOH and the SUBRECIPIENT executed a Subrecipient Agreement, Contract Number **2021-DR0008** (hereinafter, "**SUBRECIPIENT AGREEMENT**") for one million four hundred thirteen thousand six hundred eighteen dollars and seventy-nine cents (**\$1,413,618.79**) for a period of performance ending in August 24, 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-DR0008A**, executed on **September 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 ten million seven hundred seventy-eight thousand eight hundred forty-three dollars and twenty-six cents (**\$10,778,843.26**). Period of performance remain unchanged.

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, (**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;

WHEREAS, this AMENDMENT B does not affect 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. 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. The Parties acknowledge that this AMENDMENT B principally encompasses a modification of the period of performance of the Agreement. The Parties agree to extend the term of the AGREEMENT for an additional period of fourteen (14) months. This would increase the duration of the SUBRECIPIENT AGREEMENT from Thirty Six (36) months to a new total of Fifty (50) months ending in October 24, 2024.

V. AMENDMENTS

- A. The Parties intend to amend Section **V. EFFECTIVE DATE AND TERM** of the Agreement. The Parties agree to extend the term of the Agreement for an additional period of fourteen (14) months. The new performance period of this

Agreement is fifty (50) months from the date of its execution, ending in October 24, 2024.

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.

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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.

[SIGNATURES ON THE FOLLOWING PAGE]

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. Rodríguez Rodríguez
By: William O. Rodríguez Rodríguez (Dec 7, 2021 15:42 AST)
Name: William O. Rodríguez Rodríguez
Title: Secretary

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SUBRECIPIENT

Miguel Enrique Mendez Pérez
By: Miguel Enrique Mendez Pérez (Dec 7, 2021 08:24 AST)
Name: Miguel E. Méndez Pérez
Title: Mayor of the Municipality of ISABELA
DUNS Number: 138584987



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment I

November 24, 2021

Maytte Texidor, Esq.
Director of Disaster Recovery

William O. Rodríguez Rodríguez, Esq.
Secretary Department of Housing

Maretzie Díaz Sánchez, Esq.
Disaster Recovery Deputy Secretary

VISTO BUENO

Lcdo. William O. Rodríguez Rodríguez
Secretario

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Re: CDBG-DR City Revitalization Program Subrecipient Agreement (SRA)

By way of this communication, we hereby request an amendment to the Subrecipient Agreement (SRA) between PRDOH and the Municipality of Isabela for the City Revitalization Program. The amendment is requested for the *Effective Date and Term* of the Main Agreement. The Municipality of Isabela has determined that, because of the change in administration and the lack of communication between the past and current administration, it is in need of an extension of the duration of the Agreement. This increase in the duration of the Agreement is requested so that the Municipality is able to complete the projects identified for the City Revitalization Program. The Municipality requests an extension of Fourteen (14) additional months for the SRA. This would increase the duration of the SRA from Thirty Six (36) months to a new total of Fifty (50) months.

Should you have any questions or concerns, please feel free to contact me at your convenience,

Sincerely,

Shirley Birriel Osorio
Director, Infrastructure Grant Management




ISABELA - AMENDMENT B (CRP)

Final Audit Report

2021-12-07

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By:	Maria M. Rivera Nieves (mmrivera@vivienda.pr.gov)
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