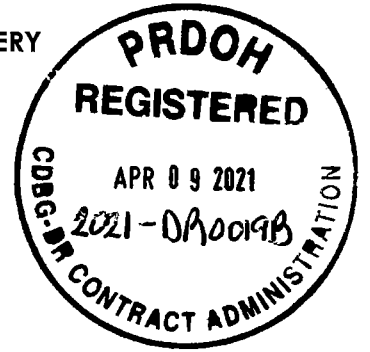




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY  
(CDBG-DR)

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



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "AMENDMENT B") is entered into this 7 day of April, 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 JAYUYA** (the "SUBRECIPIENT"), a Municipality with principal offices at Jayuya, Puerto Rico, represented herein by its Mayor, Jorge L. González Otero, of legal age, married, and resident of Jayuya, Puerto Rico, collectively the "PARTIES".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on October 1, 2020, the PRDOH and the SUBRECIPIENT executed a Subrecipient Agreement, Contract Number 2021-DR0019 (hereinafter, "SUBRECIPIENT AGREEMENT") for \$1,044,448.18 for a period of performance ending in October 1, 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-DR0019A, executed on January 21, 2021. In summary, the Amendment A served the purpose of: incorporating, replacing, removing, renumbering, modifying, and amending multiple terms and conditions of the Agreement;

**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, specifically a modification of the, **Exhibit C**, and **Exhibit D**, attached to the aforementioned Agreement;

**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 C** and **Exhibit D**, attached to the aforementioned Agreement;

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

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**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 SUBRECIPIENT duly adopted the Resolution dated August 31, 2020 and with Identification No. 06, Series 2020-2021, that authorized the SUBRECIPIENT to enter into the SUBRECIPIENT AGREEMENT with the PRDOH, and by signing the SUBRECIPIENT AGREEMENT, the SUBRECIPIENT assured PRDOH that it would comply with all the requirements described in the aforementioned agreement;

**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 C** and **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 C KEY PERSONNEL** and **Exhibit D BUDGET**.

**V. AMENDMENTS<sup>1</sup>**

- A. The parties intend to amend **EXHIBIT C, KEY PERSONNEL, I. Staff positions and maximum budget** of the SUBRECIPIENT AGREEMENT, to increase Coordinator Staff Position Maximum Budget as follows:

***I. Staff positions and maximum budget***

<b>[A] Name of Staff Position (Subrecipient Self-Performed Services)</b>	<b>[B] Staff Position Maximum Budget (for 36 months)</b>
<b>Manager</b>	<b>\$0.00</b>
<b>Coordinator</b>	<b>\$95,886.00</b>

<sup>1</sup> For easier review, Amendments will appear in *italics* throughout the document.

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<i>Financial Manager</i>	<b>\$0.00</b>
<i>Financial Assistance</i>	<b>\$0.00</b>
<i>Compliance Manager</i>	<b>\$0.00</b>
<i>Outreach and Community Coordinator</i>	<b>\$0.00</b>
<i>Administrative Assistant</i>	<b>\$0.00</b>

B. The parties intend to amend **EXHIBIT C, KEY PERSONNEL, I. Staff positions and maximum budget** of the SUBRECIPIENT AGREEMENT, to include the following Staff Positions and Maximum Budget (See **Attachment 1**):

**I. Staff positions and maximum budget**

[A] Name of Staff Position (Subrecipient Self-Performed Services)	[B] Staff Position Maximum Budget (for 36 months)
<i>Manager</i>	<b>\$0.00</b>
<i>Coordinator</i>	<b>\$95,886.00</b>
<i>Financial Manager</i>	<b>\$0.00</b>
<i>Financial Assistance</i>	<b>\$48,285.45</b>
<i>Compliance Manager</i>	<b>\$73,969.20</b>
<i>Outreach and Community Coordinator</i>	<b>\$0.00</b>
<i>Administrative Assistant</i>	<b>\$56,849.70</b>

C. The parties intend to amend **EXHIBIT D BUDGET, 3. Distribution of Authorized Maximum Budget, The maximum budget amount shall be distributed in the following three (3) items** of the SUBRECIPIENT AGREEMENT, to distribute the maximum budget, decrease Professional Services (Contracted) amount and increase the Subrecipient Self-Performed Services amount as follows (See **Attachment 2**):

3. 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	\$274,990.35
2	Professional Services (Contracted)	\$769,457.83
3	Construction Services (Contracted)	\$0.00

Total Authorized Budget:                    \$1,044,448.18

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**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.

**[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]**

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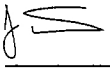
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**IN WITNESS THEREOF**, the PARTIES hereto execute this AMENDMENT B in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee**

*JLGD*  
By: *William O. Rodríguez Rodríguez*  
William O. Rodríguez Rodríguez (Apr 7, 2021 15:40 EDT)  
Name: William O. Rodríguez Rodríguez, Esq.  
Title: Secretary

**SUBRECIPIENT**

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By:   
Name: Hon. Jorge L. González Otero  
Title: Mayor of the Municipality of Jayuya  
DUNS Number: 017172623



**ATTACHMENT 1**

**EXHIBIT C**

**KEY PERSONNEL**

**CITY REVITALIZATION PROGRAM**

**MUNICIPALITY OF JAYUYA**

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The following table shows the Key Personnel staffing plan for the Municipality of Jayuya ("the Subrecipient") that will be participating of the City Revitalization Program (Program) as part of the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. This information reflects a combination existing employees or new hired employees that will be participating on the Program.

**I. Staff positions and maximum budget**

[A] Name of Staff Position (Subrecipient Self-Performed Services)	[B] Staff Position Maximum Budget (for 36 months)
Manager	\$0.00
Coordinator	\$95,886.00
Financial Manager	\$0.00
Financial Assistance	\$48,285.45
Compliance Manager	\$73,969.20
Outreach and Community Coordinator	\$0.00
Administrative Assistant	\$56,849.70

**II. Staff positions Roles Description:**

Name of Position	Role Description
<b>Manager</b>	Subrecipient's key staff leading the staff and managing CDBG-DR Program activities including communications, meetings, documentation, compliance, procurements, contracting, project development, invoicing and reporting.
<b>Coordinator</b>	Subrecipient's key staff providing support to coordinate CDBG-DR Program activities including communications, meetings, documentation, compliance, procurements, contracting, project development, invoicing and reporting.
<b>Financial Manager</b>	Subrecipient's key staff leading CDBG-DR Program financial related activities including policies, procedures, controls, payroll, budget management, invoicing, accounting and reporting.
<b>Financial Assistant</b>	Subrecipient's key staff providing assistance regarding CDBG-DR Program financial related activities including policies, procedures, controls, payroll, budget management, invoicing, accounting and reporting.
<b>Compliance Manager</b>	Subrecipient's key staff managing all CDBG-DR Program compliance related activities including policies, procedures, training, monitoring and reporting.
<b>Outreach and Community Coordinator</b>	Subrecipient's key staff coordinating and supporting to CDBG-DR Program activities regarding outreach and communications with community.
<b>Administrative Assistant</b>	Subrecipient's key staff aiding and supporting in CDBG-DR Program administrative activities including communications, meetings, documentation, compliance, procurements, contracting, project development, invoicing and reporting.

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**III. Notes:**

1. Staff positions names, in column [A], are generic names assumed to designate roles to Subrecipient's staff, therefore these positions names may not necessarily coincide to current positions within Subrecipient's roster of employees.
2. Subrecipient will request authorization before any staff performs any work for the CDBG-DR Program, the request shall be completed submitting a standard form provided by PRDOH. Failure to obtain staff authorization from PRDOH, will result in payroll payment deduction for each unauthorized staff.
3. Subrecipient may use one or more of its employees for each of the approved staff positions, therefore the maximum budget shall consider the summary of payroll costs for employees authorized for the position.
4. Subrecipient may recruit new employees to fill-in staff positions included in column [A] that are not occupied at the start date of this agreement.
5. Subrecipient shall require to each staff position daily time entry reports with a description of work performed during the report period.
6. Staff Position Maximum Budget, shown in column [B], represent to total budget authorized for Subrecipient's personnel working as a staff position for the CDBG-DR Program.
7. The Staff Position Maximum Budget shall be considered as the total authorized budget for the term of the agreement for each Subrecipient's staff position.
8. After this agreement is executed, the Subrecipient may request in writing an amendment to modify the distribution of budgeted amounts for any of the positions.
9. The total authorized available budget for all Subrecipient's staff positions will be established in Budget Exhibit of this agreement. The specific amount will be indicated in item described as "Subrecipient Self-Performed Services" of Budget Exhibit.



**EXHIBIT D - BUDGET**

**CITY REVITALIZATION PROGRAM**

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**1. Funding Allocation Overview**

On March 4<sup>th</sup>, 2020, the Puerto Rico Department of Housing (PRDOH) launched the City Revitalization Program (CRP or the Program) and distributed the notification of the first round of funding (Round 1) to the seventy-eight (78) municipal governments of Puerto Rico. Through Round 1 distribution, the PRDOH allocated a total amount of six hundred million dollars (\$600,000,000) amongst all municipal governments. The allocation was distributed using weighted values considering factors such as Population, Water Area, Coastline Length, Real Property Losses, Critical Infrastructure in Flooding Areas and Un-Employment Rate Variation after the impact of hurricanes Irma and María.

**2. Total Allocation and Authorized Budget**

- a) The PRDOH designated to the Municipality of Jayuya ("the Subrecipient") a total allocation amount of \$5,222,240.90 for the City Revitalization Program.
- b) The Subrecipient will serve as administrator and manager for the services included in the Exhibit A - Scope of Work (SOW).
- c) PRDOH authorizes the Subrecipient to a maximum budget amount of \$1,044,448.18 for the initiation of necessary activities to perform necessary tasks, roles, and responsibilities included in the SOW.
- d) The Subrecipient may request to the PRDOH authorization to receive an increase in budget by submitting a written request, including explanatory justification for the increase.
- e) Change in the maximum authorized budget amount will require an amendment to this Subrecipient Agreement.
- f) The Subrecipient shall submit monthly reports to the PRDOH to provide information regarding the progress of SOW activities including financial status and use of the authorized budget.

**3. 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	\$274,990.35
2	Professional Services (Contracted)	\$769,457.83
3	Construction Services (Contracted)	\$0.00

Total Authorized Budget: \$1,044,448.18











# JAYUYA- DRAFT AMENDMENT B (CRP)

Final Audit Report

2021-04-07

Created:	2021-04-06
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo2eGYmdnMobWlovyQz9HQyzcM_VyzLxR

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