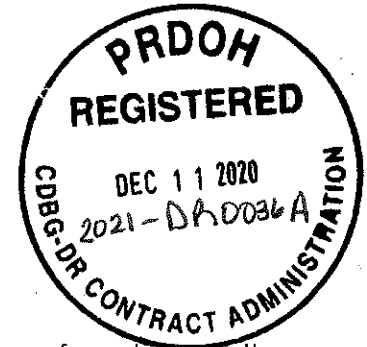




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT A TO  
SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
MUNICIPALITY OF TRUJILLO ALTO  
CONTRACT No. 2021-DR0036**



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter referred to as the "Amendment"), is entered into as of the 8 day of December, 2020, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "PRDOH"), a public agency and instrumentality of the Government of Puerto Rico, created under Act No. 97, dated June 10, 1972, as amended, the Department of Housing Organic Act ("Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary Luis C. Fernández Trinchet, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and the **MUNICIPALITY OF TRUJILLO ALTO** (hereinafter the "**Subrecipient**"), with principal offices in Trujillo Alto, Puerto Rico, herein represented by its Mayor, José Luis Cruz Cruz, of legal age, married, and resident of Trujillo Alto, Puerto Rico, collectively, the "**Parties**".

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**RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, the PRDOH and the Subrecipient entered into an Agreement on October 6, 2020, which was registered under Contract No. 2021-DR0036, under the City Revitalization Program in connection with the CDBG-DR Program (the "Agreement").

**WHEREAS**, the PRDOH and the Subrecipient, agreed that, for the City Revitalization Program performed during the term of the Agreement a maximum amount not to exceed **ONE MILLION FOUR HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED AND TWENTY EIGHT DOLLARS AND FORTY SIX CENTS (\$1,476,128.46)** from **Account Number: R01H07RRR-DOH-LM 6090-01-000**, for a period of **thirty six (36) months**, ending on October 6, 2023.

**WHEREAS**, the Parties intend to amend the Agreement to replace **EXHIBIT C – KEY PERSONNEL**, to modify and reduce the budget for the position of Coordinator and assign the remaining budget to the position of Financial Manager.

**WHEREAS**, this Amendment A does not affect the term nor the overall amount of the Agreement.

**WHEREAS**, this Amendment A is not intended to affect nor does it constitute an extinctive novation of the obligations of the parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement;

**WHEREAS**, the parties wish to amend the Agreement and become subject to the terms of the Agreement and this Amendment A.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth in the document, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**I. SAVINGS CLAUSES**

The information included in this Amendment A serves the purpose of modifying Agreement exhibit for Key Personnel, in addition to conforming the Subrecipient Agreement to federal and state regulations and statutes as set forth in the sections below. All provisions of the original Agreement shall continue to be in full force and effect.

**II. SCOPE OF AMENDMENT**

The PRDOH and the Subrecipient have agreed to enter into this Amendment A with the purpose of modifying the following Agreement exhibit: Key Personnel, and conforming the Subrecipient Agreement to federal and state regulations and statutes.

**III. AMENDEMENTS**

- A. The Parties agree to replace **Exhibit C** (Key Personnel) of the Agreement with modified **Exhibit C** hereto incorporated by reference into the Agreement and made part of the Agreement (**See Attachment 1 of this Amendment A**).
- B. All other terms and conditions of the Agreement, as amended by Amendment A, remain unchanged.
- C. Each party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

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#### **IV. ASSIGNMENT OF RIGHTS**

The Subrecipient shall not assign or transfer any interest in this Amendment without the prior written consent of the PRDOH.

#### **V. HEADINGS**

The titles to the paragraphs of this Amendment are solely for reference purposes and the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

#### **VI. 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 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 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.

#### **VII. COMPTROLLER REGISTRY**

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment and any subsequent amendment hereto. The services object of this Amendment may not be invoiced or paid until this Amendment 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 Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

#### **IX. SEVERABILITY**

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

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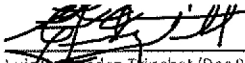
**X. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of the Agreement, as amended, related to the following subjects shall survive the termination or expiration of the Agreement, as amended: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent CONTRACTOR relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of the Agreement, as amended, shall so survive.

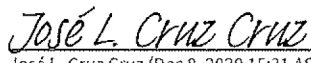
**IN WITNESS THEREOF** the Parties here to executive this Amendment A in San Juan, Puerto Rico, on the above written date.

**DEPARTMENT OF HOUSING**

**MUNICIPALITY OF TRUJILLO ALTO**

  
Luis C. Fernández Trinchet (Dec 8, 2020 17:21 AST)

**Luis C. Fernández Trinchet, Esq., CFA**  
Secretary

  
José L. Cruz Cruz (Dec 8, 2020 15:31 AST)

**José Luis Cruz Cruz**  
Mayor of Municipality of Trujillo Alto  
DUNS Number: 156926669

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**EXHIBIT C**

**KEY PERSONNEL**

**CITY REVITALIZATION PROGRAM**

The following table shows the Key Personnel staffing plan for the Municipality of Trujillo Alto ("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.

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I. Staff positions and maximum budget

[A] Name of Staff Position	[B] Staff Position Maximum Budget (\$)
Manager	\$36,000.00
Coordinator	\$45,000.00
Financial Manager	\$45,000.00
Financial Assistance	\$0.00
Compliance Manager	\$0.00
Outreach and Community Coordinator	\$21,612.85
Administrative Assistant	\$0.00

**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.









# Amendment A to Municipality of Trujillo Alto (City Rev)

Final Audit Report

2020-12-08

Created:	2020-12-08
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4Qldvbc6xQ86qlcIT2l9LHy87GGBCJdE

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-  Document emailed to José L. Cruz Cruz (ofialcalde@trujilloalto.gov.pr) for signature  
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-  Email viewed by José L. Cruz Cruz (ofialcalde@trujilloalto.gov.pr)  
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-  Document e-signed by Luis Fernandez-Trinchet (lfernandez@vivienda.pr.gov)  
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