



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

AMENDMENT A to the
SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND

CORPORACION DESARROLLO ECONÓMICO VIVIENDA Y SALUD (CODEVYS)



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This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT A**") is entered into this 15 day of October, 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 **CORPORACIÓN DESARROLLO ECONÓMICO VIVIENDA Y SALUD (CODEVYS)** (the "Subrecipient"), a nonprofit corporation, with principal offices at #68 Calle Puro Girau, Arecibo, Puerto Rico, represented herein by its President, Founder and CEO, Nilsa López Rivera, of legal age, single, and resident of Arecibo, Puerto Rico, collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 25, 2021, the PRDOH and the Subrecipient entered into a Subrecipient Agreement for the **Blue Roof Survey Program** (hereinafter, "the **Program**"), for a period of **four (4)** months from the day of its execution, ending in December 25, 2021 for three hundred fifty-three thousand, five hundred seventy four dollars (**\$353,574.00**), registered as Contract Number 2022-DR0125 (hereinafter, "the Agreement"). Through the Program the PRDOH intends to conduct surveys on properties all over Puerto Rico to obtain information on presence of tarp roofs, need of repairs, and other valuable information that will be used to feed the program's design;

WHEREAS, the Subrecipient will assist the PRDOH in utilizing CDBG-DR funds to carry out the Program, pursuant to this Agreement;

WHEREAS, as per Section XXXIII of the AGREEMENT, the AGREEMENT may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the AGREEMENT, nor release the parties from their obligations under the AGREEMENT;

WHEREAS, it is the intention of the parties to modify and amend certain terms of the AGREEMENT, specifically to include the Staff addition into Exhibit C - Key Personnel and a redistribution of funds, as shown in Exhibit D – Budget. The term of the AGREEMENT nor the Total Authorized budget included in the AGREEMENT shall not be changed. (**See Attachment I of this Amendment A**).

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 it is rather a modification and amendment of certain terms of the AGREEMENT, specifically Exhibit C and Exhibit D, attached to the aforementioned Agreement;

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth in the AGREEMENT, the PRDOH and the SUBRECIPIENT agree to execute this AMENDMENT A subject to the following:

TERMS AND CONDITIONS

II. SAVINGS CLAUSES

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms and conditions under the AGREEMENT, including any modified Exhibits. All provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT A. The term of the AGREEMENT nor the Total Authorized budget included in the AGREEMENT shall not be changed.

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III. ATTACHMENT

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms under the AGREEMENT specifically the **Exhibit C and Exhibit D**. All other provisions of the AGREEMENT and Exhibits shall continue to be in full force and effect.

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IV. SCOPE OF AMENDMENT

The PRDOH and the SUBRECIPIENT have agreed to enter into this AMENDMENT A with the purpose of modifying certain sections of the existing AGREEMENT specifically the **Exhibit C and Exhibit D**.

V. AMENDMENTS

- A. The parties intend to amend the **Exhibit C and Exhibit D**, of the AGREEMENT, to include the Staff addition into Exhibit C - Key Personnel and a redistribution of funds, as shown in Exhibit D - Budget. **(See Attachment II and Attachment III of this Amendment A).**

VI. SEVERABILITY

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

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this AMENDMENT A are included for convenience only and shall not limit or otherwise affect the terms of the AGREEMENT, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this AMENDMENT A.

VIII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this AMENDMENT A to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this AMENDMENT A and any subsequent amendment hereto. The services object of this AMENDMENT A may not be invoiced or paid until this AMENDMENT A 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 AGREEMENT, as amended, constitutes the entire agreement among the PARTIES for the use of funds received under the 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 AGREEMENT, as amended.

X. FEDERAL FUNDING

The fulfillment of the 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 AGREEMENT, as amended, must be made in accordance with the 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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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 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.

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

PUERTO RICO DEPARTMENT OF HOUSING

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Oct 15, 2021 15:27 EDT)
Name: William O. Rodríguez Rodríguez, Esq.
Title: Secretary

SUBRECIPIENT


By: Nilsa López Rivera
Nilsa López Rivera (Oct 15, 2021 12:56 EDT)
Name: Nilsa López Rivera
Title: President, Founder and CEO
DUNS: 832277342



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

October 8, 2021

Maytte Texidor-López, Esq.
Director for Disaster Recovery
CDBG-DR Program


William O. Rodríguez-Rodríguez, Esq.
Secretary


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Orison Trossi-Olivera, PE
Director for Disaster Recovery
CDBG-DR Program


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Blue Roof Survey Program
Request for Amendment A to Subrecipient Agreement | Contract No. 2022-DR0125
Corporación Desarrollo Económico Vivienda y Salud (CODEVYS)

In August 2021, the Puerto Rico Department of Housing executed a subrecipient agreement with the *Corporación Desarrollo Económico Vivienda y Salud (CODEVYS)* for the CDBG-DR Blue Roof Survey Program. The contract was executed for the amount of **\$353,574.00**.

The proposed amendments to the SRA with CODEVYS include the Staff addition into Exhibit C - Key Personnel and a redistribution of funds, as shown in Exhibit D - Budget. The total Authorized Budget remains unchanged.

All proposed amendments fall within the Scope of Work, Timelines and Performance Goals established in the SRA. Proposed Exhibit C - Key Personnel and Exhibit D - Budget, are included herein as attachments.

The amendments recommended herein do **not** affect the overall budget amount assigned to the original SRA with CODEVYS.

c: Félix Hernández Cabán, M.B.A., C.F.E., J.D.

Attachments:

1. Proposed Amended Exhibit C - Key Personnel
2. Proposed Amended Exhibit D - Budget



EXHIBIT C

KEY PERSONNEL

BLUE ROOF SURVEY

CORPORACIÓN DESARROLLO ECONÓMICO VIVIENDA Y SALUD

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The following table shows the Key Personnel staffing plan for the **Corporación Desarrollo Económico Vivienda y Salud** ("the Subrecipient") that will be participating of the Blue Roof Survey (Program) as part of the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. This information reflects a combination existing employees, new hired employees, or professional services staff that will be participating on the Program.

I. Staff positions and maximum budget

[A] Name of Staff Position (Subrecipient Self-Performed Services or Professional Services)	[B] Staff Position Max. FTE
Inspector Coordinator	1
Inspectors	11
Customer Service Representative	2

II. Staff positions Roles Description:

Name of Position	Role Description
Inspector Coordinator	<ul style="list-style-type: none"> Will assign locations to inspectors within the Subrecipient's Team by planning the most efficient route to the properties. Will validate Inspector Submitted Surveys for locations assigned; and change their status from Submitted to Completed or Returned Will make any necessary changes in location assignments after initial assignment to an Inspector
Inspector	<ul style="list-style-type: none"> Will receive location assignments on a daily basis; drive to the assigned location; and, using their mobile phones, complete the Surveys for the locations assigned. If an interview cannot be completed for a specific location, will leave a "flyer" at the property with the Survey Key and phone number of the Subrecipient for the owner/renter to call if interested in completing the interview. Surveys can be completed while offline, nonetheless, the Inspector should, at minimum once per day, sync up with the system to get on his mobile phone the locations assigned and send to the server the Surveys completed.
Customer Service Representative	<ul style="list-style-type: none"> Will receive calls from owners/renters of locations for which the Inspector could not complete an interview and left a "flyer" in order to perform the interview and complete the survey, if the owner/renter decides to participate in the interview.

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 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.
3. 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. Subrecipient may also fill Inspectors staff positions in column [A] with staff contracted through professional services.
4. Subrecipient shall require to each staff position daily time entry reports with a description of work performed during the report period. An exemption to this rule may apply only to the Inspector positions that are contracted through professional services by the Subrecipient under a unit price basis.
5. The Staff Position Maximum FTE (column [B]) shall be considered as the maximum quantity of FTEs (at 180 hours per month) that the Subrecipient may employ for the term of the agreement for each Subrecipient's staff position.
6. After this agreement is executed, the Subrecipient may request in writing an amendment to modify the maximum quantity of FTEs of staff for any of the positions.
7. The total authorized available budget for all Subrecipient's staff positions will be established in Budget Exhibit of this agreement.

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EXHIBIT D

BUDGET

BLUE ROOF SURVEYS PROGRAM

CORPORACIÓN DESARROLLO ECONÓMICO VIVIENDA Y SALUD

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1. Total Allocation and Authorized Budget

- a) The Puerto Rico Department of Housing (PRDOH) designated to the **Corporación Desarrollo Económico Vivienda y Salud** (the "Subrecipient") a total allocation amount of **Three Hundred Fifty-Three Thousand Five Hundred Seventy-Four Dollars (\$353,574.00)** for the Blue Roof Surveys Program.
- b) The maximum authorized budget provides for **four (4) months** of services. The Subrecipient will have immediate access the first **three (3) months** of budget and will require prior authorization from PRDOH to access the last month of budget.

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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	\$50,074.00
2	Professional Services (Contracted)	\$294,500.00
3	Mileage, Lodging, Tolls, and Per-Diem & Insurance (Reimbursement)	\$9,000.00

Total Authorized Budget: \$353,574.00

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.

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





CORPORACIÓN DESARROLLO ECONÓMICO VIVIENDA Y SALUD - BLUE ROOF - AMENDMENT A - SRA

Final Audit Report

2021-10-15

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