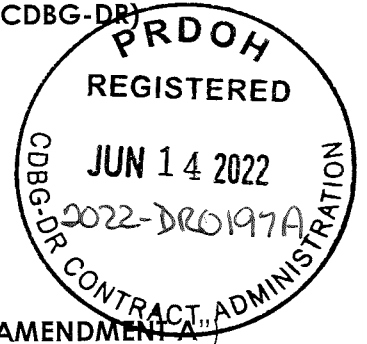




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

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



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT A**") is entered into this 13 day of June, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, dated June 10, 1972, as amended, 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, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **MUNICIPALITY OF JAYUYA** (hereinafter, the "**Subrecipient**"), a Municipality with principal offices at Jayuya, Puerto Rico, represented herein by its Mayor, Hon. Jorge L. González Otero, of legal age, married, and resident of Jayuya, Puerto Rico, collectively the "Parties".

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on November 3, 2021, the Parties entered into a Subrecipient Agreement, Contract Number 2022-DR0197 (hereinafter, "**the Agreement**"), for the amount of three hundred sixty-five thousand one hundred five dollars (**\$365,105.00**), for the Subrecipient to undertake its planning activities under the Municipal Recovery Planning Program ("**MRP**" or "**the Program**"). The Parties agreed on a performance period of **twelve (12) months** from the day of the execution of the Agreement, ending on **November 3, 2022**.

WHEREAS, as per Section IX (A) 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, this **AMENDMENT A** does not constitute an extinctive novation of the obligations of the parties under the Agreement.

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws and regulations creating and allocating funds to the CDBG-DR Program and the current Action Plan, to enter into this **AMENDMENT A**.

WHEREAS, the Subrecipient has the legal power and authority to enter into this **AMENDMENT A** with the PRDOH, in accordance with Article 1.008(q) of Act No. 107 of August 14, 2020, also known as the Puerto Rico Municipal Code, 21 L.P.R.A. § 7013(q); and by signing this **AMENDMENT A**, the Subrecipient 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 herein, the PRDOH and the Subrecipient agree to execute this **AMENDMENT A** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT A** serves the purpose of modifying and amending the **Exhibit D** (Budget) of the Agreement. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

The Parties agree that this **AMENDMENT A** entails a modification of several items of the **Exhibit D** (Budget) attached to the original Agreement. Notwithstanding the aforementioned modifications, the Parties acknowledge as well that the overall budget remains unaltered - three hundred sixty-five thousand one hundred five dollars (**\$365,105.00**).

C. AMENDMENTS

Exhibit D (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement and made part of the Agreement. (See **Attachment I** of this **AMENDMENT A**).

The **STAFFING section** of the aforementioned exhibit is being amended to incorporate the following modifications:

1. The rate per hour of the **Grant Manager** staff position is being increased from \$14.00 to \$15.57. This represents an increase from \$26,880.00 to \$29,895.00 of the expected cost of this position for the duration of the Agreement.
2. The rate per hour of the **Finance Specialist** staff position is being decreased from \$9.75 to \$9.70. This represents a decrease from \$7,605.00 to \$7,566.00 of the expected cost of this position for the duration of the Agreement.
3. The rate per hour of the **Outreach and Communications Coordinator** staff position is being increased from \$9.45 to \$12.48. The Number of Months Needed for this position is being increased from 6 to 12 months. This represents an increase from \$9,072.00 to \$24,653.00 of the expected cost of this position for the duration of the Agreement.
4. As a result of the aforementioned modifications, the **Total Maximum Resources Cost** budget item in the STAFFING section increased from \$61,701.00 to \$80,258.00.

The **PROFESSIONAL SERVICES section** of the aforementioned exhibit is being amended to incorporate the following modifications:

1. The budget for **Planning Services** is being decreased from \$303,404.00 to \$279,847.00.
2. As a result, the new **Total Budget for Services to be Contracted** item in the PROFESSIONAL SERVICES section is being decreased to \$279,847.00.

The **OTHER OPERATING section** of the aforementioned exhibit is being amended to incorporate the following modifications:

1. The amount of \$5,000.00 is being allocated to cover the costs associated to the **MEDIA** budget item.
2. As a result, the **Total Expenses Budget** item for the OTHER OPERATING section is being increased from \$0.00 to \$5,000.00.

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III. 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.

IV. 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**.

V. 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.

VI. 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.

VII. 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.

[SIGNATURES ON THE FOLLOWING PAGE]

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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,
CDBG-DR Grantee**

William O. Rodríguez Rodríguez
By: William O. Rodríguez Rodríguez (Jun 13, 2022 17:39 EDT)
Name: William O. Rodríguez Rodríguez
Title: Secretary

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**MUNICIPALITY OF JAYUYA
Subrecipient**

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By: _____
Name: Jorge L. González Otero
Title: Mayor



EXHIBIT D – SECTION 1

BUDGET

MUNICIPAL RECOVERY PLANNING PROGRAM

MUNICIPALITY OF JAYUYA

To be used with Procurement Option 1 and 2:

DESCRIPTION OF SERVICES

The Puerto Rico Department of Housing (**PRDOH**) has allocated funding for staff time and equipment or software to support planning activities, management and leadership at each Municipality of the Individual Recovery Planning process. The Program will allow Municipalities to envision a potential future and develop a plan for recovery and resilience for all populations at their Municipalities.

This funding is based on an award formula, which considers factors such as municipal population, municipal land area, real property damage assessment, municipal coastline length, municipal area covered by water, as well as a base allocation of two-hundred and fifty thousand dollars (\$250,000.00).

Municipalities will procure a firm to undertake planning activities. These firms, at the behest of Municipal leadership, will administer participatory recovery planning activities with residents of each Municipality.

Key deliverables and tasks include:

- Analysis of Existing Conditions
- Data Analysis
- Public Engagement
- Plan Development
- Implementation Plan Development
- Overall Grant Management functions
- Finance, Invoicing and Contract Management functions
- Procurement functions
- Reporting functions

A combination of municipal staff and/or professional services may be utilized in the successful completion of Key Deliverables and the execution of required tasks. If utilized, in addition to programmatic tasks, vendors will also work with municipal staff who are supporting MRP Program activities to build key skill sets associated with coordination, oversight, and management of planning efforts. Reimbursement will be provided for

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reasonable costs associated with specific planning and grant management activities within the following budget categories:

1. Staff
2. Professional Services
3. Operational Costs
4. Equipment

Planning and grant management activities will include, but are not limited to, the following as described in **Exhibit A (Scope of Work)** and **Exhibit B (Timeline and Performance Goals)**:

1. Activities necessary to develop a recovery plan.
2. Activities necessary for the monitoring, evaluation, and oversight of vendor activities and deliverables.

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1. Total Allocation and Authorized Budget

- a) PRDOH designated to the Subrecipient a total allocation amount of \$365,105.13 for the Municipal Recovery Planning Program.
- b) The maximum authorized budget for the Subrecipient shall be according to procurement option exercised by the Subrecipient.

2. Distribution of Authorized Maximum Budget

The maximum budget amount shall be distributed as follows:

STAFFING

Position	Estimated* Hours per Month [A]	Estimated* Hourly Rate [B]	Number of Months Needed [C]	Estimated* Cost per month E = [A] x [B]	Expected Cost for Program E=[A]x[B]x[C]
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Administrative Staff

Grant Manager	160	\$15.57	12	\$ 2,491.20	\$ 29,895.00
Compliance Manager				\$ 0.00	\$ 0.00
Compliance Specialist				\$ 0.00	\$ 0.00
Finance Manager				\$ 0.00	\$ 0.00
Finance Specialist	65	\$9.70	12	\$ 630.50	\$ 7,566.00
Procurement Manager				\$ 0.00	\$ 0.00
Outreach and Communications Coordinator	160	\$12.84	12	\$ 2,054.40	\$ 24,653.00
Administrative Assistant	160	\$9.45	12	\$ 1,512.00	\$ 18,144.00

Staff to assist with Planning Services

Planning Specialist				\$0.00	\$ 0.00
GIS/Data Analyst				\$0.00	\$ 0.00
Total Maximum resources Cost:					\$ 80,258.00

*Estimate amount in rate, hours, and monthly cost, could vary based on actual need and work performed on the program

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Planning Services	Option 2 – Independent Procurement	\$ 279,847.00
Total Budget for Services to be Contracted:		\$ 279,847.00

OTHER OPERATING

Item Name	Item Description	Budget
Rentals	Rental of facilities or equipment for short term use related to activities necessary to carry out the tasks and activities described in this SRA.	\$ 0.00
Media	Media, promotions, or outreach.	\$ 5,000.00
Travel and Mileage	Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the MRP Program.	\$ 0.00
Overhead	Operating and overhead are those costs that are part of the normal functioning of the office, and which provide benefits to multiple programs/awards.	\$ 0.00
Total Expenses Budget:		\$ 5,000.00

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EQUIPMENT

Item Name		Item Description	Budget
Software		Acquisition of Software applications, programs that run on a device, as the variable part of the computer and hardware.	\$ 0.00
Computer Equipment		Acquisition of office equipment: computers, and accessories.	\$ 0.00
Office Equipment		Acquisition of office equipment: Office furniture's.	\$ 0.00
Total Expenses Budget:			\$ 0.00

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PROJECT ACTIVITY DELIVERY COSTS		
STAFFING	Hourly rates and salaries	\$ 80,258.00
PROFESSIONAL SERVICES	Allowance for Specialized Planning Services	\$ 279,847.00
OTHER OPERATING	Operational costs associated with delivery and implementation activities	\$ 5,000.00
EQUIPMENT	Software, computers, office equipment, etc.	\$ 0.00
TOTAL COSTS		\$ 365,105.00
GRAND TOTAL		\$ 365,105.00

PRDOH reserves the right to adjust funding levels for each grantee and the allocation of the funding amounts for each planning component. Once Applicants are selected for award, PRDOH will determine the total amount to be awarded to any subrecipient, based upon the scope of services to be provided, funds available, and other factors that PRDOH may determine.

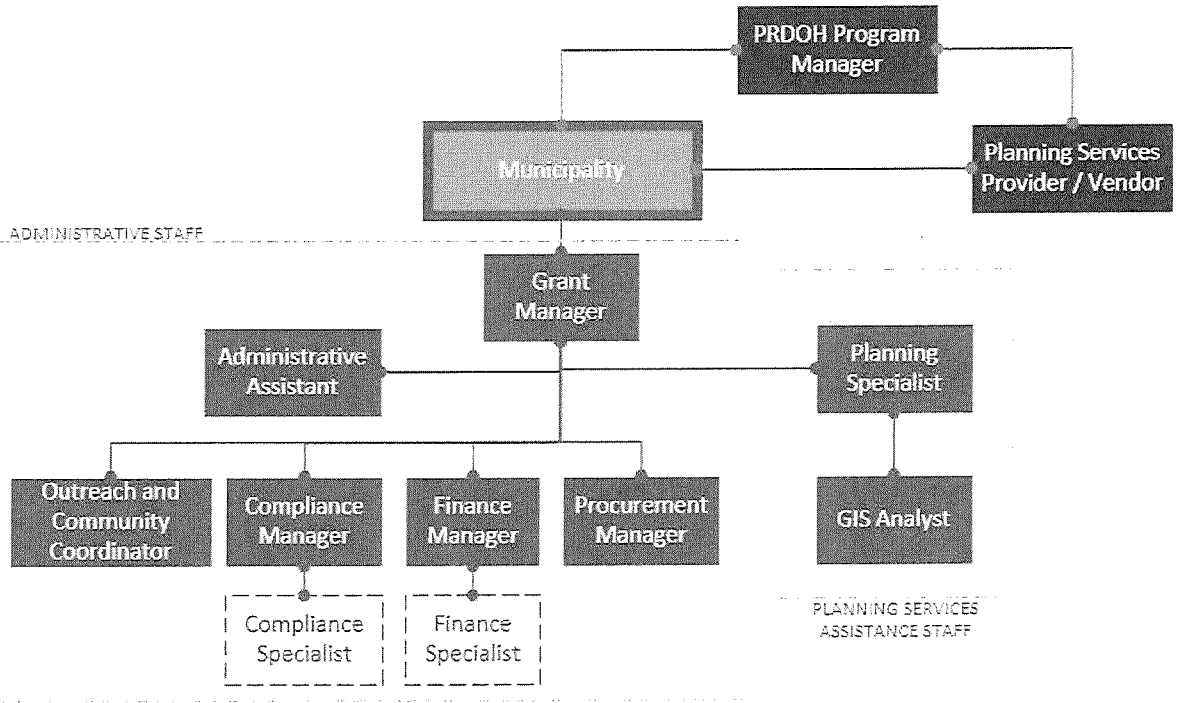
Budget Re-distribution

- 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 re-distribution 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.

The PRDOH has initially identified key positions that each planning team must provide following the organizational structure of resources as presented in the next figure.

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Proposed Planning Services Organizational Structure for Procurement Option 1 and 2

END OF DOCUMENT









JAYUYA-MRP-AMENDMENT A

Final Audit Report

2022-06-13

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