



## AMENDMENT A

### COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) MUNICIPAL RECOVERY PLANNING PROGRAM

#### AMENDMENT A TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND THE MUNICIPALITY OF CABO ROJO



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT A**") is entered into this 23 day of June, 2022, 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 LPRA § 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, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the Municipality of Cabo Rojo (the "**Subrecipient**"), a local government legal entity, with principal offices at Cabo, Puerto Rico, represented herein by its Mayor, Hon. Jorge A. Morales Wiscovitch, of legal age, single, and resident of Cabo Rojo, Puerto Rico; collectively the "Parties".

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#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on November 2, 2021, the Parties entered into a Subrecipient Agreement, Contract Number 2022-DR0218 (hereinafter, "**the Agreement**"), for the amount of one hundred ninety-seven thousand eight hundred eighty-two dollars (**\$197,882.00**), 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 2, 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) and **Exhibit E** (Funds Certification) 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 acknowledge and agree that this **AMENDMENT A** principally entails a modification of several budget items of the **Exhibit D** (Budget) attached to the original Agreement. As a result, the GRAND TOTAL of the Budget allocated to the Subrecipient to undertake its planning activities under the Program is being increased with this **AMENDMENT A**. Moreover, **Exhibit E** (Funds Certification) is being amended as well to reflect the aforementioned budget modifications. As stated before, all other provisions of the original Agreement remain unaltered.

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### C. AMENDMENTS

1. The Parties intend to amend the **Exhibit D** (Budget) of the Agreement to incorporate the following modifications:
  - a. The total budget of the Professional Services Section of the exhibit is being increased from \$150,000.00 to \$300,000.00.
  - b. The Media budget item, in the Other Operating section of the exhibit, is being increased from \$3,000.00 to \$6,000.00. As a result, the new total budget of the Other Operation section is \$6,600.00.
  - c. The total budget for the Equipment section of the exhibit is being increased from \$2,400.00 to \$4,400.00.
  - d. The GRAND TOTAL budget item of the exhibit is being increased from \$197,882.00 to \$352,882.00. (See **ATTACHMENT 1** of this **AMENDMENT A**).
2. The Parties intend to amend the **Exhibit E** (Funds Certification) of the Agreement. The amended exhibit reflects the budget modifications that were incorporated to the Exhibit D (Budget). (See **ATTACHMENT 2** of this **AMENDMENT A**).

### 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.

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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**

By: William O. Rodríguez Rodríguez  
By: William O. Rodríguez Rodríguez (Jun 23, 2022 14:53 EDT)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

**MUNICIPALITY OF CABO ROJO  
Subrecipient**

By: Jorge A. Morales Wiscovitch  
By: Jorge A. Morales Wiscovitch  
Name: Jorge A. Morales Wiscovitch  
Title: Mayor



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# ATTACHMENT 1

## EXHIBIT D – SECTION 1

### BUDGET

#### MUNICIPAL RECOVERY PLANNING PROGRAM

#### MUNICIPALITY OF CABO ROJO

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*To be used with Procurement Option 1 and 2:*

### DESCRIPTION OF SERVICES

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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 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.

#### **1. Total Allocation and Authorized Budget**

- a) PRDOH designated to the Subrecipient a total allocation amount of **\$662,680.00** 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:

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## STAFFING

Position	Total Hours per Month [A]	Hourly Rate [B]	Number of Months Needed [C]	Avg. 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	40	\$24.19	12	\$ 967.60	\$ 11,612.00
Compliance Manager	40	\$10.43	12	\$ 417.20	\$ 5,007.00
Compliance Specialist				\$ 0.00	\$ 0.00
Finance Manager	10	\$19.31	12	\$ 193.10	\$ 2,318.00
Finance Specialist				\$ 0.00	\$ 0.00
Procurement Manager	40	\$16.31	6	\$ 652.40	\$ 3,915.00
Outreach and Communications Coordinator	20	\$10.81	6	\$ 216.20	\$ 1,298.00
Admin Assistant	80	\$9.27	12	\$ 741.60	\$ 8,900.00

### Staff to assist with Planning Services

Planning Specialist				\$ 0.00	\$ 0.00
GIS/Data Analyst	80	\$18.40	6	\$ 1,472.00	\$ 8,832.00
<b>Total Maximum resources Cost:</b>					<b>\$ 41,882.00</b>

## PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Planning Services	Option 2 - Independent Procurement	\$ 300,000.00
<b>Total Budget for Services to be Contracted:</b>		<b>\$ 300,000.00</b>

## 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 Agreement.	\$ 0.00
Media	Media, promotions or outreach.	\$ 6,000.00
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.	\$ 600.00
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
<b>Total Expenses Budget:</b>		<b>\$ 6,600.00</b>

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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.	\$ 4,400.00
Office Equipment	Acquisition of office equipment: Office furniture's.	\$ 0.00
<b>Total Expenses Budget:</b>		<b>\$ 4,400.00</b>

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PROJECT ACTIVITY DELIVERY COSTS		
STAFFING	Hourly rates and salaries	\$ 41,882.00
PROFESSIONAL SERVICES	Allowance for Specialized Planning Services	\$ 300,000.00
OTHER OPERATING	Operational costs associated with delivery and implementation activities	\$ 6,600.00
EQUIPMENT	Software, computers, office equipment, etc.	\$ 4,400.00
<b>TOTAL COSTS</b>		<b>\$ 352,882.00</b>
<b>GRAND TOTAL</b>		<b>\$ 352,882.00</b>

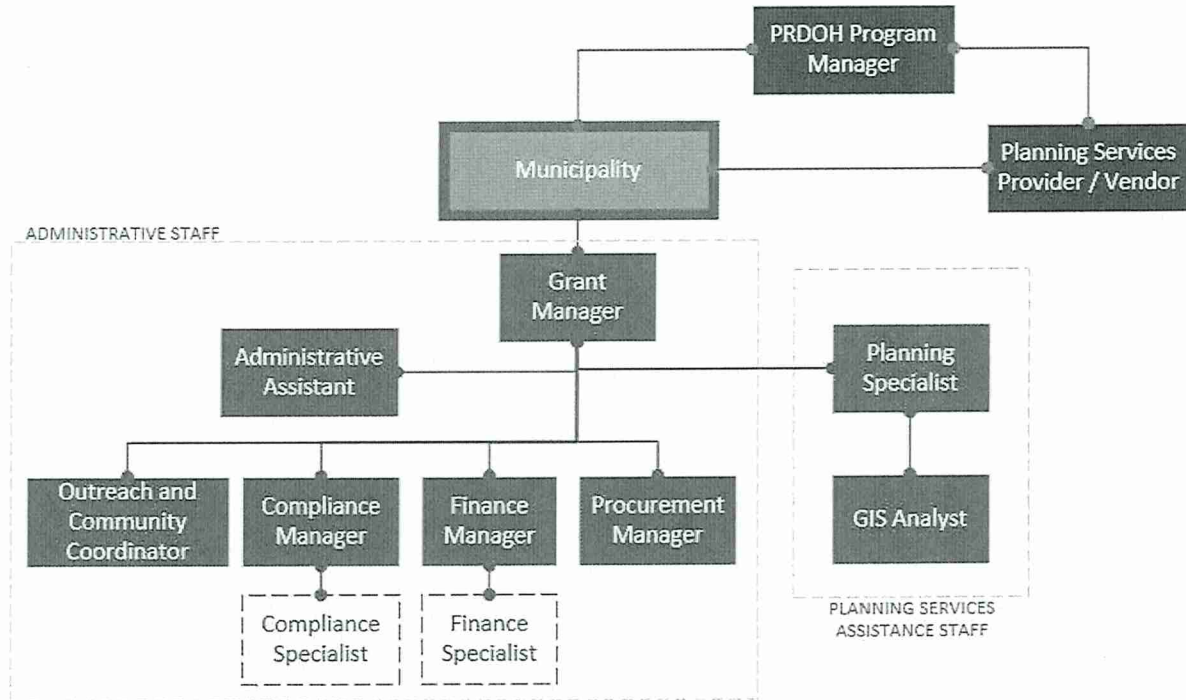
PRDOH reserves the right to adjust funding levels for each grantee and the allocation of the funding amounts for each planning component. Once Applicants are selected for award, PRDOH will determine the total amount to be awarded to any subrecipient, based upon the scope of services to be provided, funds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



Proposed Planning Services Organizational Structure for Procurement Option 1 and 2

**END OF DOCUMENT**





GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## EXHIBIT E ATTACHMENT 2

**Contract Code:** 1437-a  
**Type:** Change Order A\_V2  
**Original Registered Code:** 2022-DR0218

### CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

**Contracting Of:** MUNICIPALITY OF CABO ROJO  
**Source of Funds:** 14.228 CDBG Funds  
**For:** AMENDMENT A to 2022-DR0218 for MRP  
**Amount:** \$352,882.00

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The breakdown and grant of the certified funds is as follows:

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Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Equipment (Sub-recipient)	6090-01-000	\$4,400.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Other Operating (Not ICR)	6090-01-000	\$6,600.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Professional Services	6090-01-000	\$300,000.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Salaries Sub-recipients	6090-01-000	\$41,882.00
					<u>\$352,882.00</u>

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 05/09/2022  
Electronic Approval  
Budget Manager

Nilda Baez Signed Date - 05/10/2022  
Electronic Approval  
Finance Director

# CABO ROJO-MRP-AMENDMENT A

Final Audit Report

2022-06-23

Created:	2022-06-10
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg3mmnHgNWM6Cn4hWHESBowaBgWxjCMHJ

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