



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 CAROLINA



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This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT A**") is entered into this 22 day of February, 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 CAROLINA** (the "**Subrecipient**"), a local government legal entity, with principal offices at CAROLINA, Puerto Rico, represented herein by its Mayor, Hon. José C. Aponte Dalmau, of legal age, married and resident of CAROLINA, Puerto Rico; collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on January 20, 2022, the Parties entered into a Subrecipient Agreement, Contract Number 2022-DR0252 (hereinafter, "**the Agreement**"), for the amount of **six hundred seventy thousand three hundred fifty-nine dollars and zero cents (\$670,359.00)**, 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 January 20, 2023.

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, but is rather a modification and amendment of certain terms and conditions under the Agreement, including any modified Exhibits.

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, in accordance with its enabling statute, the Puerto Rico Municipal Code, Act No. 107 of August 14, 2020, 21 LPRA § 7001 *et seq.*, authorizing the Subrecipient to enter into this Agreement with the PRDOH, and by signing this Agreement, 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 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**.

B. SCOPE OF THE AMENDMENT

The Parties acknowledge and agree that this **AMENDMENT A** encompasses a modification of the **Exhibit D** (Budget) of the Agreement.

An updated version of the **Exhibit D** (Budget) is incorporated to the Agreement via this **AMENDMENT A**, the Parties acknowledge that the Total Budgeted Authorized amount originally allocated to the Subrecipient remains unaltered. (See attachment I).

C. AMENDMENTS

a. The following Exhibits are being replaced by a modified Exhibit:

- i. **Exhibit D** (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement. (See Attachment II).

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

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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.

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

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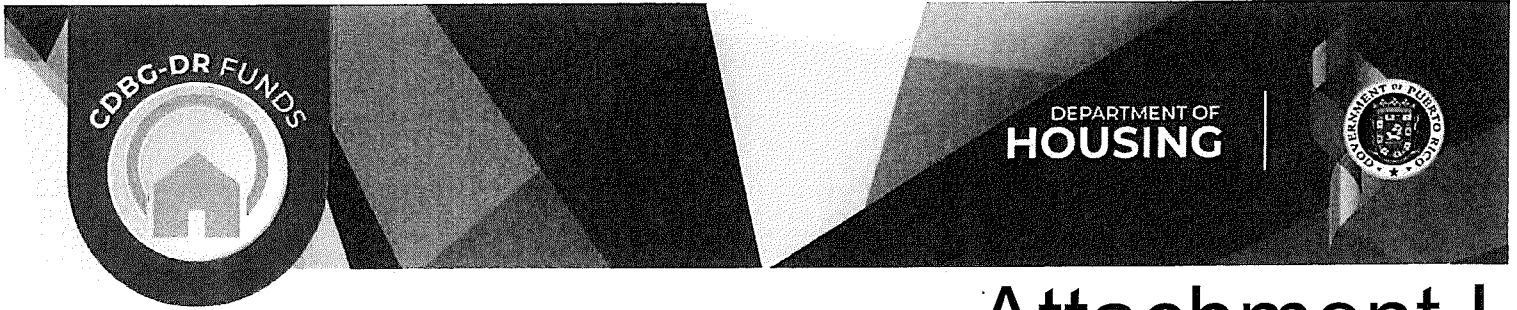
PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR
Grantee

By: William O. Rodríguez Rodríguez
By: William O. Rodríguez Rodríguez (Feb 22, 2022 11:29 AST)
Name: Hon. William O. Rodríguez Rodríguez, Esq.
Title: Secretary

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MUNICIPALITY OF CAROLINA
Subrecipient

By: JCA
By: JCA (Feb 15, 2022 18:21 AST)
Name: José C. Aponte Dalmau
Title: Mayor



Memorandum

Attachment I

VISTO BUENO

To: William Rodríguez Rodríguez, Esq. – Secretary
Maretzie Díaz Sánchez, Esq. - Disaster Recovery Deputy Secretary
Maytte Texidor López, Esq. - Legal Director
Joel O. Hernández Alvarado, Esq. - Deputy Director of Contract Administration

From: Luis A. López Díaz, MP, PLP, - Deputy Director of Municipal Recovery Planning

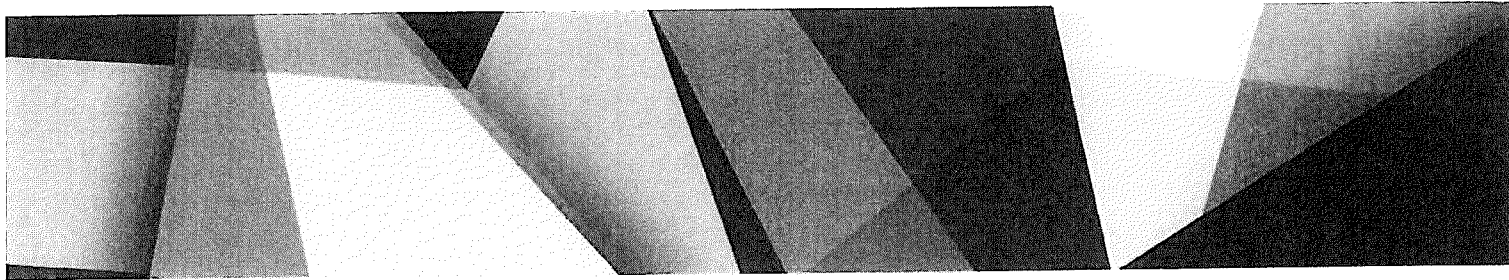
Re: Municipal Recovery Planning Program (MRP) Sub-recipient Agreement Pending Review

Date: 01/27/2022

The Municipal Recovery Planning Program (MRP) allows for Municipalities to envision a potential future and develop a plan for recovery and resilience for all populations within their Municipality. This inclusive planning process will result in Individual Municipal Recovery Plans. The Program will complement other CDBG-DR programs described in the Action Plan, as amended, by identifying projects, programs and policies necessary for recovery, as well as increasing communities' funding and their capacity to forecast and assign applicable needs to promote community development, city revitalization, critical infrastructure recovery, economic development and workforce training.

To carry out the planning activities set fourth for the MRP Program, Municipalities may select one out of three procurement options:

- Option 1** **Pre-qualified planning service providers:** Municipalities selecting this option are assigned a PRDOH prequalified vendor to perform planning activities.
- Option 2** **Independent procurement of planning service providers:** Municipalities selecting this option will undergo a Request for Proposals Process (RFP) to procure planning services directly.
- Option 3** **Additional hiring of municipal personnel to carry out MRP Program planning activities:** Municipalities selecting this option will hire additional staff or designate existing staff to conduct all planning activities and meet all MRP Program deliverables without the help of a planning service provider.



This document presents one (1) Municipality that has a Sub-recipient Agreement with the Puerto Rico Department of Housing (PRDOH).

Municipality of Carolina SRA #2022-DR0252

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. The Parties agree and acknowledge that the amendment includes new Budget entries as follows:

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Staffing Section

The roundup formula was applied in the Max Cost for Program column to eliminate the cents in the contract.

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Other operating Section

The MTDC calculation was generated to corroborate the amount included in the overhead line and it was identified that the municipality included a lower amount according to the calculation. The item increased from \$47,000 to \$58,978 as established by the regulation of 2 CFR 200.

The modification reflects the Budget approved in the Sub-recipient Agreement for a total of \$670,359.00.

Please contact the MRP Program Area if any additional questions should arise.

Sincerely,

Luis A. López Díaz
PRDOH Deputy Director of the Municipal Recovery Planning Program



EXHIBIT D – SECTION 1

BUDGET

MUNICIPAL RECOVERY PLANNING PROGRAM

MUNICIPALITY OF CAROLINA

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,

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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.

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1. Total Allocation and Authorized Budget

- a) PRDOH designated to the Subrecipient a total allocation amount of **\$872,992.75** 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]
Administrative Staff					
Grant Manager	45	\$38.46	12	\$1,730.70	\$ 20,769
Compliance Manager				\$0.00	\$0.00
Compliance Specialist				\$0.00	\$0.00
Finance Manager	20	\$14.42	12	\$288.40	\$3,461
Finance Specialist	80	\$14.42	12	\$1,153.60	\$13,844
Procurement Manager				\$0.00	\$0.00
Outreach and Communications Coordinator				\$0.00	\$0.00
Administrative Assistant				\$0.00	\$0.00
Staff to assist with Planning Services					
Project Director	160	\$46.88	8	\$7,500.80	\$60,007
Lead Planner A	160	\$30.00	8	\$4,800.00	\$38,400
Lead Planner B	160	\$30.00	8	\$4,800.00	\$38,400
GIS/Data Analyst	160	\$30.00	8	\$4,800.00	\$38,400
Total Maximum resources Cost:					\$213,281

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Planning Services	Option 2 Independent Procurement	\$350,000
Total Budget for Services to be Contracted:		\$350,000

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.	\$12,500
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.	\$14,000
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.	\$58,978
Total Expenses Budget:		\$85,478

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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.	\$5,000
Computer Equipment	Acquisition of office equipment: computers, and accessories.	\$16,600
Office Equipment	Acquisition of office equipment: Office furniture's.	\$0.00
Total Expenses Budget:		\$21,600.00

PROJECT ACTIVITY DELIVERY COSTS

STAFFING	Hourly rates and salaries	\$213,281
PROFESSIONAL SERVICES	Allowance for Specialized Planning Services	\$350,000
OTHER OPERATING	Operational costs associated with delivery and implementation activities	\$85,478
EQUIPMENT	Software, computers, office equipment, etc.	\$21,600
TOTAL COSTS		\$670,359
GRAND TOTAL		\$670,359

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.

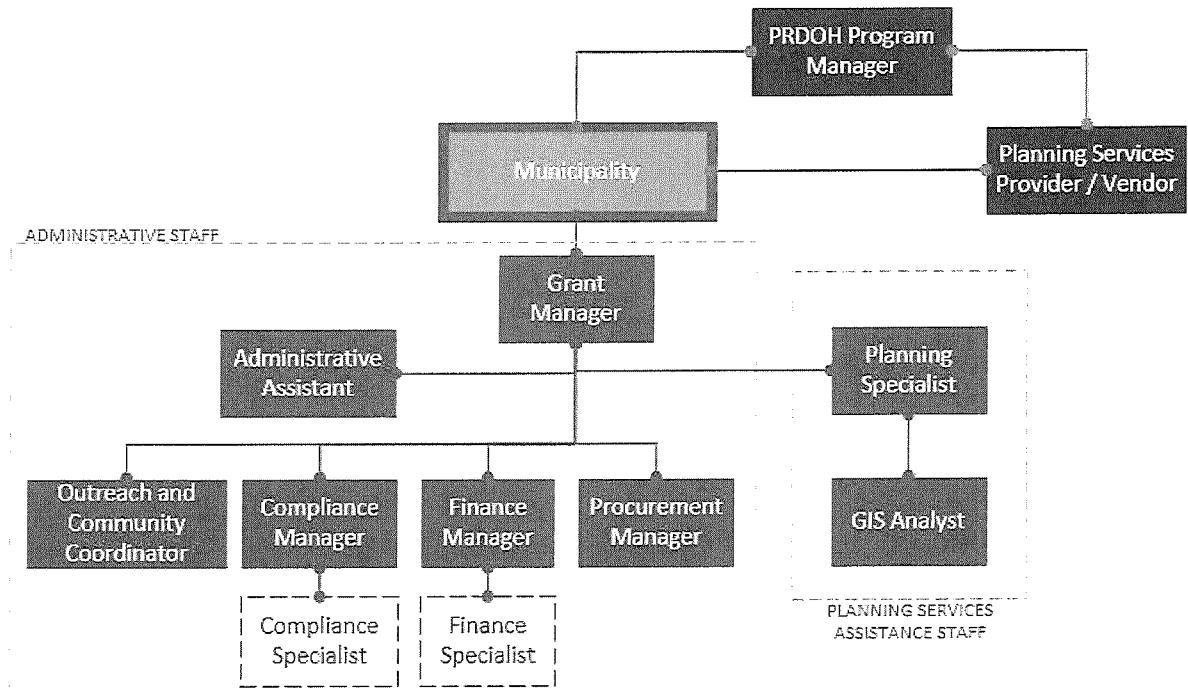
Budget Re-distribution

- 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









CAROLINA - AMENDMENT A - MRP

Final Audit Report

2022-02-22

Created:	2022-02-15
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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