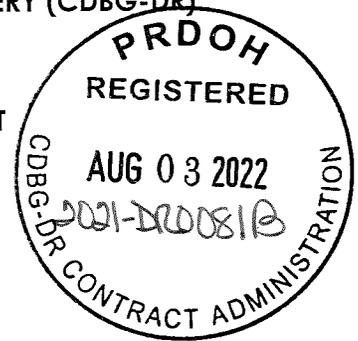




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
MUNICIPAL RECOVERY PLANNING PROGRAM

AMENDMENT B TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF SAN SEBASTIAN



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** (hereinafter, "**AMENDMENT B**") is entered into this 2 day of August, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPR § 441 *et seq.*, known as the "**Department of Housing Organic Act**" ("**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 San Sebastián ("**Subrecipient**"), a local government legal entity, with principal offices at San Sebastián, Puerto Rico, represented herein by its Mayor, Hon. Javier Jiménez Pérez, of legal age, married, and resident of San Sebastián, Puerto Rico; collectively the "**Parties**".

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**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on February 4, 2021, the Parties entered into a Subrecipient Agreement, Contract Number 2021-DR0081 (hereinafter, "**Agreement**"), for the amount of **FOUR HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED NINETY-TWO DOLLARS AND ZERO CENTS (\$423,392.00)**, 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 February 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**, on August 26, 2021, the PRDOH and the Subrecipient executed **Amendment A** to the Agreement, Contract Number 2021-DR0081A, to modify **Exhibit A (Scope of Work), Exhibit B (Timeline and Performance Goals), Exhibit C (Key Personnel), Exhibit D (Budget), Exhibit E (Funds Certification), Exhibit F (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), Exhibit G (Special Conditions), Exhibit H (Subrogation and Assignment Provisions)**, allocate to the Subrecipient the total amount of **FOUR HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND ZERO CENTS (\$444,588.00)** and extend the period of performance of the Agreement to **August 3, 2022**.

**WHEREAS**, the parties wish to amend **Section V (Effective Date and Term)** to extend the period of performance to two (2) additional months, modify **Exhibit A (Scope of Work), Exhibit C (Key Personnel), Exhibit D (Budget), Exhibit E (Funds Certification)** and reduce the total amount to **ONE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS (\$131,932.00)**.

**WHEREAS**, this **AMENDMENT B** 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 B**.

**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 LPRC § 7001 *et seq.*, authorizing the Subrecipient to enter into this **AMENDMENT B** with the PRDOH, and by signing this **AMENDMENT B**, the Subrecipient assures PRDOH that it shall comply with all the requirements described herein.

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**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 B** subject to the following:

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**II. TERMS AND CONDITIONS**

**A. SAVINGS CLAUSE**

The information included in this **AMENDMENT B** 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 B**.

**B. SCOPE OF THE AMENDMENT**

The Subrecipient requested an amendment to change the procurement option and modify budget costs. Under Option 2, Subrecipient has been delayed in their pre-planning requirement due to the lack of qualified proposers and/or complete proposals in their Request for Proposal (RFP) process. Therefore, the Subrecipient wishes to change the procurement option to **Option 1 (Pre-Qualified Planning Service Providers)**. As a result, **Exhibit A (Scope of Work)** is being modified to Option 1. Additionally, the Staffing Section is being modified, subsequently modifying **Exhibit C (Key Personnel)**, **Exhibit D (Budget)**, and **Exhibit E (Funds Certification)**.

The Staffing Modification represented a global program cost decrease from **FOUR HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND ZERO CENTS (\$444,588.00)** to **ONE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS (\$131,932.00)**.

Furthermore, the parties wish to amend **Section V (Effective Date and Term)** to extend the period of performance to two (2) additional months, for a maximum performance period of **twenty (20)** months from the date of its execution, ending on **October 3, 2022**.

**C. AMENDMENTS**

a. The Parties wish to amend **GENERAL AWARD INFORMATION**:

CDBG-DR Grantee Federal Award Identification Number:	Unique Entity ID #: FFMUBT6WCM1
CDBG-DR Grantee Federal Award Date:	September 20, 2018

Federal Award project description:	See <b>Exhibit A</b> ("Scope of Work")
Subrecipient Contact Information:	Hon. Javier D. Jiménez Pérez Municipality of San Sebastián PO Box 1603 San Sebastián, PR 00685 (787) 896-2300
Subrecipient Unique Identifier:	Unique Entity ID #: LSNFEMGDKJE1
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement, as amended. End Date: As defined in <b>Section V</b> of the Agreement, as amended.
Funds Certification:	Dated: August 01, 2022 Authorized Amount: <b>\$131,932.00</b> Funds Allocation: CDBG-DR "R01P06MRP-DOH-NA" Account Number: 6090-01-000 See <b>Exhibit E</b> ("Funds Certification")

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- b. **Exhibit A** (Scope of Work) of the Agreement is being replaced by a modified **Exhibit A** (Scope of Work) hereto incorporated (See **Attachment I**), in order to modify it to **Option 1 (Pre-Qualified Planning Service Providers)**.
- c. **Exhibit C** (Key Personnel) of the Agreement is being replaced by a modified **Exhibit C** (Key Personnel) hereto incorporated by reference into the Agreement (See **Attachment II**) to remove the Compliance Specialist Staff Position.
- d. **Exhibit D** (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement (See **Attachment III**) to modify the budget as follows:
- Grant Manager staff position decreased hours per month from 45 to 15. This represents an overall program cost decrease from \$14,321.00 to \$4,774.00.
  - Compliance Manager staff position increased hours per month from 65 to 100 and rate per hour from \$22.01 to \$25.18. This represents an overall program cost increase from \$17,168.00 to \$30,216.00.
  - Compliance Specialist staff position was removed. This represents an overall program cost decrease from \$6,875.00 to \$0.00.
  - Finance Manager staff position decreased hours per month from 162.5 to 120 and rate per hour from \$15.53 to \$15.00. This represents an overall program cost decrease from \$30,284.00 to \$21,600.00.
  - Procurement Manager staff position decreased number of months needed from 6 to 2. This represents an overall program cost decrease from \$11,803.00 to \$3,935.00.
  - Administrative Assistant I staff position decreased hours per month from 162.5 to 97.30. This represents an overall program cost decrease from \$23,361.00 to \$13,988.00.
  - Administrative Assistant II staff position increased hours per month from 45 to 81 and rate per hour decreased from \$12.64 to \$11.50. This represents an overall program cost increase from \$6,826.00 to \$11,178.00.

- The Professional Services line item was removed due to the procurement option change. This represents an overall program cost decrease from \$250,000.00 to \$0.00.
- The Rentals line item was removed due to the procurement option change. This represents an overall program cost decrease from \$22,000.00 to \$0.00.
- The Media line item decreased from \$10,940.00 to \$6,000.00.
- The Travel and Mileage line item were removed. This represents an overall program cost decrease from \$3,000.00 to \$0.00.
- Equipment Section-The Computer Equipment line item increased from \$10,000.00 to \$12,000.00. This represents an overall program cost increase from \$29,072.00 to \$31,072.00.
- The modifications represent a global program cost decrease from \$444,588.00 to \$131,932.00.

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- e. **Exhibit E (Funds Certification)** of the Agreement is being replaced by a modified **Exhibit E (Funds Certification)** hereto incorporated by reference into the Agreement (See **Attachment IV**) to modify the total allocation to **ONE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS (\$131,932.00)**.
- f. The Parties wish to amend the second paragraph and subsection A of **Section III. Scope of Work** as follows:

(...)

*To carry out the planning activities set forth for the MRP Program, the Subrecipient selected the following procurement option:*

**Option 1 Pre-qualified planning service providers**

*Municipalities selecting Option 1 will be assigned a prequalified procured by PRDOH to perform planning activities. Vendors are assigned based on planning needs defined by Municipalities. The vendors may also provide specialized planning services and support municipal employees administering the MRP Program.*

*If by any reason, the Grantee is not capable of carrying out the activities, roles and responsibilities set forth in the Scope of Work described in the **Exhibit A** ("Scope of Work"), the PRDOH, may, at its discretion, assign a PRDOH certified planning vendor to the Subrecipient.*

A. *Subrecipient Management Responsibilities*

- 1. As a condition of receiving this Subaward, the Subrecipient is responsible for management, monitoring and reporting of the services included in the **Exhibit A** ("Scope of Work") for the Program.*
- 2. All services shall be made in accordance with PRDOH guidelines, HUD guidelines and regulations, and other applicable state and federal laws and regulations.*
- 3. The Subrecipient will develop plans in accordance with the **Exhibit A** ("Scope of Work"). The PRDOH reserves authority and discretion to review and approve such plans.*

(...)

- g. The Parties wish to amend **Section V. EFFECTIVE DATE AND TERM** as follows:

*The Agreement is in effect and enforceable between the parties since the date of its execution, February 4, 2021. The performance period of this Agreement is for a maximum of **twenty (20)** months from the date of its execution, ending in **October 3, 2022**.*

- h. The Parties wish to amend **Section XII. CDBG-DR POLICIES AND PROCEDURES** as follows:

*In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.*

- i. The Parties wish to add **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** as follows:

*The Subrecipient must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.*

### **III. SEVERABILITY**

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

### **IV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this **AMENDMENT B** 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 B**.

### **V. COMPTROLLER REGISTRY**

The PRDOH shall remit a copy of this **AMENDMENT B** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT B** and any subsequent amendment thereto. The services object of this **AMENDMENT B** may not be invoiced or paid until this **AMENDMENT B** has been registered by the PRDOH at the

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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.

**IN WITNESS THEREOF**, the Parties hereto execute this **AMENDMENT B** 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 (Aug 2, 2022 18:00 EDT)

Name: William O. Rodríguez Rodríguez

Title: Secretary

### MUNICIPALITY OF SAN SEBASTIAN Subrecipient

Javier D. Jimenez Perez

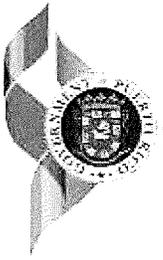
By: Javier D. Jimenez Perez (Aug 2, 2022 16:09 EDT)

Name: Hon. Javier D. Jiménez Pérez

Title: Mayor

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GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

ATTACHMENT I

## EXHIBIT A

### SCOPE OF WORK

#### MUNICIPAL RECOVERY PLANNING PROGRAM

#### MUNICIPALITY OF SAN SEBASTIÁN

##### 1. Program Overview/Background

In September 2017, Hurricanes Irma and María (**Hurricanes**) cut across all of Puerto Rico, crippling the power grid, flooding coastal and alluvial plains, and causing significant landslide and wind damage. These forces collectively impacted cities and economies, municipal systems and natural ecologies, and exacerbated geological vulnerabilities. All seventy-eight (78) municipalities were subsequently declared disaster impact areas under Puerto Rico Hurricane Irma DR-4336 and Puerto Rico Hurricane María DR-4339.

The Municipal Recovery Planning Program (**MRP Program** or **Program**) serves under the Puerto Rico Department of Housing (**PRDOH**) to respond to municipal needs in the Disaster Impact Areas (**DIA**) from the Hurricanes. This area encompasses the entirety of Puerto Rico's islands, thereby qualifying all seventy-eight (78) municipalities as eligible Applicants to this Program.

The MRP Program defines "planning" as a process by which local administrations collaborate with community residents, businesses, neighboring municipalities, and central government agencies to identify actions and projects necessary for holistic recovery from Hurricanes Irma and María. This will occur as two (2) consecutive components: Individual Municipal Planning and Regional Municipal Planning. This Scope of Services is for the Individual Municipal Planning; the Regional Municipal Planning will commence at a later date.

The planning process will result in public plans which lay out findings and visions for future success, as well as specific identified issues, solutions, and implementation and funding strategies. These plans will strategically position municipalities to qualify for funding through other CDBG-DR programs described in the PRDOH CDBG-DR Action Plan, such as the City Revitalization Program, the Critical Infrastructure Resilience Program, and the Community Resilience Centers Program, among others.

##### 2. National Objective

Funds being used for planning activities for the development of community plans are part of the **twenty percent (20%)** planning and administrative cap of the Community

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Development Block Grant-Disaster Recovery (**CDBG-DR**) funds. Funds with this designation do not need to meet a national objective requirement.

### 3. Program Description

Through the **Individual Municipal Planning** component of the MRP Program, Municipalities will each envision a potential future and develop a plan for recovery and resilience for all populations within their Municipality.

The planning process will include public outreach, communication, and discussions with community residents and stakeholders and will result in Individual Municipal Plans. Throughout the process, communities will be asked to consider future stressors (hurricanes, earthquakes, landslides, economic downturns, other social or geophysical shocks, etc.), environmental integrity, economic diversity and viability, hazard mitigation opportunities, historic preservation, equity and vulnerability, and infrastructure redevelopment or augmentation, as well as other issues they deem important.

While the contents and recommended strategies for recovery contained within these Plans are expected to vary by locality, the recovery planning process will follow a consistent methodology and will result in an outcome of consistent format and structure.

### 4. Tasks

- **Grant Management Tasks:** The Municipality will serve as the lead implementation entity and provide overall project management function. Grant Management Tasks vary per each of the three procurement options available to the MRP Program.

#### **Option 1 Pre-qualified planning service providers**

Municipalities selecting this option are assigned a prequalified vendor to perform planning activities. These PRDOH-procured vendors are assigned based on planning needs defined by Municipalities. These Vendors will also provide specialized planning services and support municipal employees administering the MRP Program.

- Subtask 1: Provide compliance management and Program implementation in partnership with PRDOH.
- Subtask 2: Provide oversight management, relevant schedules, work plans, deliverables, and budget. Variances which may cause a significant impact on program or project must be reported to PRDOH along with recommended corrective action.
- Subtask 3: Provide oversight and management of Municipal Personnel.

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- Subtask 4: Develop and manage the necessary systems to sustain project management related data complete program documentation file.
  - Subtask 5: Work with and collaborate with the assigned PRDOH Program Manager.
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- **Finance, Invoicing, and Contract Management:** Management of agreed upon Program budget included herein. Any variances or expected variances which would cause significant impacts on the Program must be reported to PRDOH along with recommended corrective action
    - Subtask 1: Ensure efficient management and coordination of financial services for the Municipality related to the MRP program, including adherence to uniform financial standards found in 2 C.F.R. Part 200, program expense control and analysis, and budget preparation and analysis. Must ensure that Municipality is in full compliance with applicable HUD and PRDOH requirements related to financial responsibilities, timeliness of expenditures, and grant financial reporting requirements.
    - Subtask 2: Manage Program compliance requirements to include programmatic and financial reporting including, but not limited to, coordinating and preparing project and financial management reports with PRDOH designee for federal, state, and local government audits.
    - Subtask 3: Conduct pre-audits of all monthly invoices or requests for payment to be sent to PRDOH. Submit request for funds to PRDOH and disburse monthly certifications for payment.
    - Subtask 4: Ensure compliance with terms set forth in this SRA. Verify that all resources, hours, and cost for implementation of the MRP Program are necessary, allowable, reasonable and able to be allocated.
- 
- **Procurement:**
    - RFP Pre-Solicitation Process
    - RFP Solicitation Process
- 
- **Reporting:**
    - Subtask 1: Provide any and all requested reports, including but not limited to monthly narrative and financial reports. Examples include:

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- Accounting and reporting of uses of CDBG-DR funds including, but not limited to, information on beneficiary of the Municipal Recovery Plans, and project completion status.
- Status and progress made towards key deliverables and activities for each milestone, phase, or deliverable outlined in the logical framework. The outline template of monthly reports will be established by the PRDOH after this RFP is awarded.
- Final Report: Develop and submit a public-facing final report for all work performed under this SRA.

### **Planning Services Key Deliverables and Tasks**

Key Activities for each of the **four (4)** Deliverables are described in more detail in **Exhibit B – (Timelines and Performance Goals)**.

- Key Deliverable 1. Analysis of Existing Conditions
- Key Deliverable 2. Data Analysis
- Key Deliverable 3. Public Engagement
- Key Deliverable 4. Plan Development

### **5. Time Performance**

All planning activities associated with the Individual Municipal Planning component of the MRP Program will be fulfilled within the Term agreed upon this SRA.

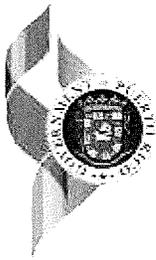
### **6. Budget**

For details refer to **Exhibit D** of this SRA.

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# EXHIBIT C

## KEY PERSONNEL

### MUNICIPAL RECOVERY PLANNING PROGRAM

### MUNICIPALITY OF SAN SEBASTIÁN

To be used with Procurement Options 1 and 2:

Below is the Staffing Plan for the Subrecipient which reflects a combination existing employees or new hired employees dedicated for the CDBG-DR Municipal Recovery Planning Program.

Note that the Municipality is not required to hire or assign all the staffing positions listed in this document. The Municipality must review and analyze its budget and staffing needs in order to decide what personnel will be required to fulfill the requirements of the MRP Program.

**I. Roles**

<u>Municipal Administrative Staff:</u>	<i>Indicate with an "X" which Staff positions will be used for the MRP Program</i>
Grant Manager	X
Compliance Manager	X
Compliance Specialist	
Finance Manager	X
Finance Specialist	
Procurement Manager	X
Outreach and Communications Coordinator	
Administrative Assistant	X
Administrative Assistant II	X
<u>Staff to assist with Planning Activities:</u>	
Planning Specialist	
GIS/Data Analyst	

**II. Roles Description:**

Role	Description
Grant Manager	Must ensure that the Municipality is in full compliance with all HUD and PRDOH requirements, including administrative, financial, programmatic and technical. Responsible for

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Role	Description
	Implementing oversight mechanisms and developing all necessary policies, procedures, and tools to track progress and monitor performance of all components of the MRP Program. Must ensure compliance with applicable local and federal rules, laws, and regulations. Must be knowledgeable of program requirements and cross-cutting Federal requirements. Responsible for overseeing and coordinating with compliance and finance managers. Must ensure transparency to the public regarding planned and actual use of funds.
<b>Compliance Manager</b>	Must ensure that funds are spent and documented within the requirements of the SRA. This includes monitoring and documenting key activities and tasks to ensure progress toward deliverables, and documenting indicators, targets, and timelines established in the SRA. Responsible of ensuring compliance with grant reporting requirements including that all reports are submitted in a timely and accurate manner.
<b>Compliance Specialist</b>	Works with Compliance Manager to perform necessary tasks related to ensuring that funds are spent and documented within the requirements of the SRA. This includes monitoring, documentation, and ensuring that all reports are submitted in a timely and accurate manner.
<b>Finance Manager</b>	Responsible for the efficient management and coordination of financial services for the MRP program, including adherence to uniform financial standards found in 2 C.F.R. § 200, program expense control and analysis, and budget preparation and analysis. Must ensure that the Municipality is in full compliance with all HUD and PRDOH requirements related to financial responsibilities, timeliness of expenditures, and grant financial reporting requirements.
<b>Finance Specialist</b>	Works with the Finance Manager to perform necessary tasks related to the efficient management and coordination of financial services for the MRP program and ensuring that the Municipality is in full compliance with all HUD and PRDOH requirements related to financial responsibilities, timeliness of expenditures and grant financial reporting requirements.
<b>Procurement Manager</b>	Responsible for the efficient management and coordination of all procurement-related services related to the MRP Program. Must ensure compliance with Puerto Rico, PRDOH and HUD requirements related to procurement package development and solicitation. Will work closely with PRDOH.
<b>Outreach and Communications Coordinator</b>	Responsible for coordination and communication between the Municipality, its citizens and the PRDOH. Must ensure

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Role	Description
	compliance with Puerto Rico, PRDOH and HUD requirements related to communications protocols and standards.
<b>Administrative Assistant</b>	Responsible for performing office functions and routine administrative task such as writing correspondence, scheduling appointments, organizing and maintaining written and electronic files, or other coordination and communication as necessary.
<b>Staff to Assist with Planning Activities</b>	
<b>Planning Specialist</b>	<p>Responsible for collaborating with a team of professionals to achieve Deliverables 1-4, resulting in a public planning process that follows a consistent methodology and will result in a municipal plan document with format and structure consistent with the provided template.</p> <p>Responsible for the successful execution of activities ranging from compiling reports on baseline conditions and risk or vulnerability, data gathering and analysis, developing and conducting public and community-based outreach and engagement programs, and compiling a community-led recovery and implementation plan. Must assign work, collaborate with, and communicate effectively and frequently with MRP staff, vendors, collaborators, and stakeholders, including Project Managers, junior planners or designers, engineers, architects, mapping specialists, administrative staff, and graphic designers. Will deliver public presentations and facilitate public meetings, including those to municipal boards and commissions, concerned and engaged stakeholder groups, and Puerto Rican agencies and organizations. Should understand the proper application of diverse planning related technologies and facilitate the use of best practices in the field of community-based planning. The resource may be a planner, an architect or an engineer with experience or specialty in planning.</p>
<b>GIS Analyst</b>	Responsible for managing, directing, and carrying out any necessary functions to support the successful execution of activities ranging from compiling reports on baseline conditions and risk or vulnerability, data gathering and analysis, developing and conducting public and community-based outreach and engagement programs, and compiling a community-led recovery and implementation plan, as directed by the Project Director. Responsible for analyzing spatial data through the use of mapping software, designing digital maps and producing reports with geographic data and other sources. Will

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Role	Description
	<p>conceive, plan and conduct spatial research in identified areas. Must serve as the technical specialist in the application of advanced theories, concepts, principles, and processes for an assigned area of responsibility (i.e. subject matter, function, type of facility or equipment, or product).</p> <p>The municipal resource can collect/analyze information from the following topics:</p> <ol style="list-style-type: none"><li>1. Unused properties:<ol style="list-style-type: none"><li>a. Farms</li><li>b. Industrial Properties</li><li>c. Commercial Properties</li><li>d. Residential Properties</li></ol></li><li>2. Active Agricultural Lands</li><li>3. Squatter Communities</li><li>4. Storm-water Systems<ol style="list-style-type: none"><li>a. Intakes</li><li>b. Manholes</li><li>c. Outfalls</li></ol></li><li>5. New Hazardous Sites<ol style="list-style-type: none"><li>a. Flooding</li><li>b. Landslides</li></ol></li><li>6. Ford Bridges</li><li>7. Alternative Shelters</li><li>8. Day Care Facilities<ol style="list-style-type: none"><li>a. Children</li><li>b. Elderly</li></ol></li><li>9. Food Warehouse Facilities</li><li>10. Public properties<ol style="list-style-type: none"><li>a. Emergency Management<ol style="list-style-type: none"><li>i. Police Stations</li><li>ii. Firehouses</li><li>iii. Fire Hydrant</li><li>iv. EMO</li></ol></li><li>b. City Hall and Administrative Buildings</li><li>c. Recreational Facilities<ol style="list-style-type: none"><li>i. Parks</li><li>ii. Courts</li><li>iii. Tracks</li></ol></li></ol></li><li>11. Medical Service providers</li><li>12. Public and Private Schools</li><li>13. Brownfields</li><li>14. Illegal Dump Sites</li><li>15. Boutique Hotels</li><li>16. Touristic Attractions<ol style="list-style-type: none"><li>a. Gastronomic Routes</li><li>b. Food Truck Plazas</li></ol></li></ol>

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Role	Description
	c. Iconic Beaches & Diving Sites d. Scenery Spots e. Museums f. Historic Sites & Parks g. Camping Sites and Hiking Trails
	17. Communities & Sectors ID

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## EXHIBIT D – SECTION 1

### BUDGET

#### MUNICIPAL RECOVERY PLANNING PROGRAM

#### MUNICIPALITY OF SAN SEBASTIÁN

*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 \$474,669.28 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	15	\$26.52	12	\$ 397.80	\$ 4,774.00
Compliance Manager	100	\$25.18	12	\$ 2,518.00	\$ 30,216.00
Compliance Specialist				\$ 0.00	\$ 0.00
Finance Manager	120	\$15.00	12	\$ 1,800.00	\$ 21,600.00
Finance Specialist				\$ 0.00	\$ 0.00
Procurement Manager	81.25	\$24.21	2	\$ 1,967.06	\$ 3,935.00
Outreach and Communications Coordinator				\$ 0.00	\$ 0.00
Administrative Assistant	97.30	\$11.98	12	\$ 1,165.65	\$ 13,988.00
Administrative Assistant II	81	\$11.50	12	\$ 931.50	\$ 11,178.00

### Staff to assist with Planning Services

Planning Specialist				\$ 0.00	\$ 0.00
GIS/Data Analyst				\$ 0.00	\$ 0.00
<b>Total Maximum resources Cost:</b>					<b>\$ 85,691.00</b>

## PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Planning Services	Option 1 PRDOH Planning Services	\$ 0.00
<b>Total Budget for Services to be Contracted:</b>		<b>\$ 0.00</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.	\$ 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.	\$ 9,169.00
<b>Total Expenses Budget:</b>		<b>\$ 15,169.00</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.	\$ 7,200.00
Computer Equipment	Acquisition of office equipment: computers, and accessories.	\$ 12,000.00
Office Equipment	Acquisition of office equipment: Office furniture's.	\$ 11,872.00
<b>Total Expenses Budget:</b>		<b>\$ 31,072.00</b>

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PROJECT ACTIVITY DELIVERY COSTS		
STAFFING	Hourly rates and salaries	\$ 85,691.00
PROFESSIONAL SERVICES	Allowance for Specialized Planning Services	\$ 0.00
OTHER OPERATING	Operational costs associated with delivery and implementation activities	\$ 15,169.00
EQUIPMENT	Software, computers, office equipment, etc.	\$ 31,072.00
<b>TOTAL COSTS</b>		<b>\$ 131,932.00</b>
<b>GRAND TOTAL</b>		<b>\$ 131,932.00</b>

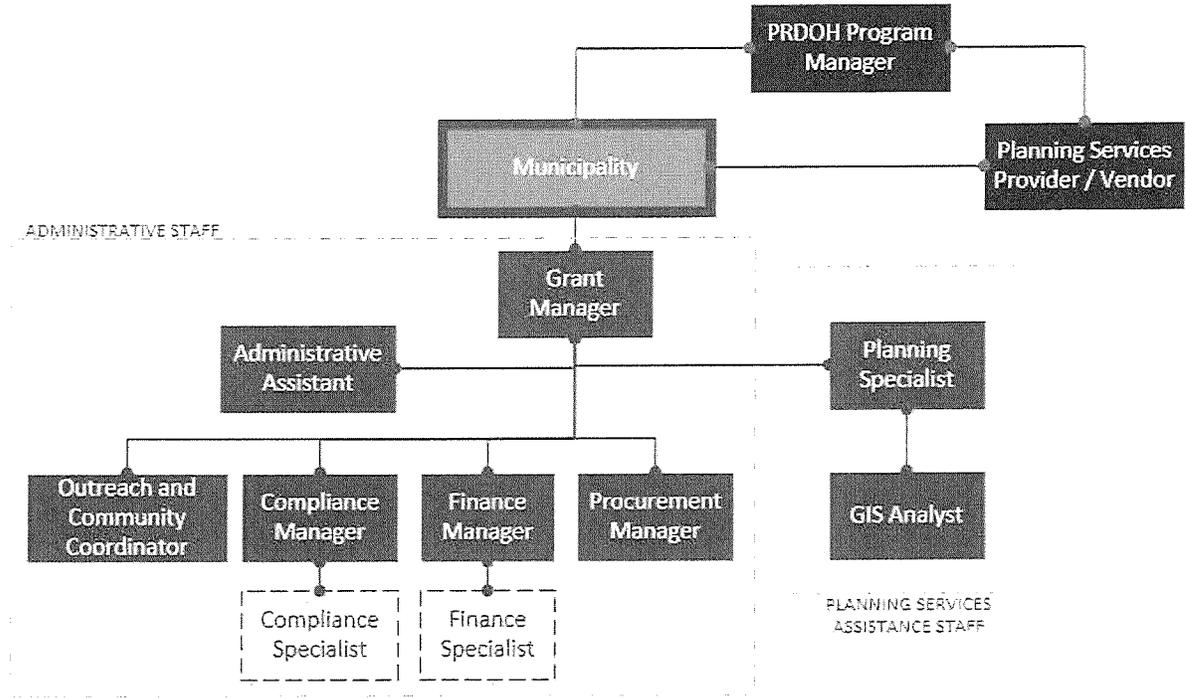
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PRDOH reserves the right to adjust funding levels for each grantee and the allocation of the funding amounts for each planning component. Once Applicants are selected for award, PRDOH will determine the total amount to be awarded to any subrecipient,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



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

ATTACHMENT IV

**Contract Code:** 1433-b  
**Type:** Change Order A\_V2  
**Original Registered Code:** 2021-DR0081

**CERTIFICATION OF FUNDS**

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

**Contracting Of:** MUNICIPALITY OF SAN SEBASTIAN  
**Source of Funds:** 14.228 CDBG Funds  
**For:** Amendment B to 2021-DR0081  
**Amount:** -\$312,656.00

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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 - Administrative Assistant	6090-01-000	-\$5,021.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Advertising/Media	6090-01-000	-\$4,940.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Comp. Specialist	6090-01-000	-\$6,875.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Compliance Manager	6090-01-000	\$13,048.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Computer Equipment	6090-01-000	\$2,000.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Finance Manager	6090-01-000	-\$8,684.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Grant Manager	6090-01-000	-\$9,547.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Indirect Cost	6090-01-000	-\$9,769.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Planning Services (Professional Services)	6090-01-000	-\$250,000.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Procurement Manager	6090-01-000	-\$7,868.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Rentals	6090-01-000	-\$22,000.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Travel and Mileage	6090-01-000	-\$3,000.00
					<b>-\$312,656.00</b>

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

*\*This transaction does not represent an overcharge of the account herein.*

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

Cesar Candelario Signed Date - 08/01/2022  
Electronic Approval  
Budget Manager

Jackzaira Vega Signed Date - 08/01/2022  
Electronic Approval  
Finance Director

  
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*\*This transaction does not represent an overcharge of the account herein.*

# SAN SEBASTIAN MRP AMENDMENT B97 (003)

Final Audit Report

2022-08-02

Created:	2022-08-02
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3kpUhEGA9K9pvpQQnr02asrBjO-Ax-My

## "SAN SEBASTIAN MRP AMENDMENT B97 (003)" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)  
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-  Signer alcalde@munss.org entered name at signing as Javier D. Jimenez Perez  
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Signature Date: 2022-08-02 - 8:09:24 PM GMT - Time Source: server- IP address: 196.12.175.129
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature  
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-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
2022-08-02 - 10:00:40 PM GMT - IP address: 196.28.53.20
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)  
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-  Agreement completed.  
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