



## 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 SAN LORENZO



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This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, "**AMENDMENT A**") is entered into this 19 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 LPRA § 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 Lorenzo ("**Subrecipient**"), a local government legal entity, with principal offices at San Lorenzo, Puerto Rico, represented herein by its Mayor, Hon. Jaime Alverio Ramos, of legal age, married, and resident of San Lorenzo, Puerto Rico; collectively the "Parties".

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on August 20, 2021, the Parties entered into a Subrecipient Agreement, Contract Number 2022-DR0115 (hereinafter, "**Agreement**"), for the amount of **one hundred thirteen thousand nine hundred six dollars (\$113,906.00)** for the Subrecipient to undertake its planning activities under the Municipal Recovery Planning Program ("**MRP**"). The Parties agreed on a performance period of **twelve (12) months** from the day of the execution of the Agreement, ending on **August 19, 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**, the parties wish to amend **General Award Information, Section V (Effective Date and Term)**, and **Exhibit D (Budget)** to extend the period of performance to **six (6)** additional months, ending on **February 20, 2023**.

**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 certain terms and conditions under the Agreement, as established in the following sections B and C of this **AMENDMENT A**. 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** entails a modification of the **PERIOD OF PERFORMANCE** and **END DATE** of the Agreement. The Subrecipient requested a contract extension of **SIX (6) MONTHS** to continue undertaking its planning activities under the Program. Therefore, **General Award Information, Section V (EFFECTIVE DATE AND TERM)**, and **Exhibit D (Budget)** of the Agreement are being modified via this **AMENDMENT A**. As stated before, all other provisions of the original Agreement, including the total BUDGET amount, remain unaltered.

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. Jaime Alverio Ramos Mayor Municipality of San Lorenzo PO Box 1289 San Lorenzo, PR 00754
Subrecipient Unique Identifier:	Unique Entity ID #: ZY1YKRL5DUZ5
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement, as amended. End Date: <b>Eighteen (18) months</b> from Start Date.
Funds Certification:	Date: August 12, 2021 Authorized Amount: <b>\$113,906.00</b> Funds Allocation: CDBG-DR "R01P06MRP-DOH-NA" Account Number: 6090-01-000 See <b>Exhibit E</b> ("Funds Certification")

b. **Exhibit D** (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement (See **Attachment I**) to modify Staffing Section Column (C).

c. **Section V (EFFECTIVE DATE AND TERM)** of the Agreement is being amended as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this*

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Agreement is a maximum of **eighteen (18) months** from the date of its execution, ending on **February 20, 2023**.

The MRP Program will occur as two (2) consecutive components to identify projects and actions necessary for holistic recovery from Hurricanes Irma and Marfa: Individual Municipal Planning and Regional Municipal Planning. This Agreement only pertains to Individual Municipal Planning. This Individual Municipal Planning process will have a Pre-Program Activity Period which will last a maximum of six (6) months and will comprise activities depending on the procurement option chosen by the Subrecipient. These activities may include but are not limited to independent procurement, mobilization, staff buildup, and launch. Individual Municipal planning-specific activities must be submitted to PRDOH within six (6) months of the planning start date. After the six (6) month Individual Planning Activity period, PRDOH will conduct a final review of the Individual Municipal Plans. Hence, the entire Individual Municipal Planning process will have a maximum term of **eighteen (18) months**. More details may be found in Exhibit A ("Scope of Work") and Exhibit B {"Timelines and Performance Goals"}.

The End of Term shall be the later of (i) **February 20, 2023**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements<sup>1</sup> have been satisfied or, where no Close-Out Requirements apply to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.

[...]

- d. The Parties agree 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 an 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.

- e. The Parties agree 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.

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### III. SEVERABILITY

If any provision of this **AMENDMENT A** is held invalid, the remainder of **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 thereto. 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, under 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 concerning 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.

### VIII. COMPLIANCE WITH INSURANCE & BONDING REQUIREMENTS

PRDOH will execute this **AMENDMENT A** conditioned to the submission by the Subrecipient of the required insurance policies within **thirty (30)** calendar days of the signing of this **AMENDMENT A**. Failure to comply with the submission of the insurance policies may result in the withholding of reimbursements or the termination of the Agreement.

**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 (Aug 19, 2022 16:35 EDT)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

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**MUNICIPALITY OF SAN LORENZO**  
**Subrecipient**

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By: Jaime Alverio Ramos (Aug 19, 2022 14:36 EDT)  
Name: Jaime Alverio Ramos  
Title: Mayor



## EXHIBIT D – SECTION 1

### BUDGET

#### MUNICIPAL RECOVERY PLANNING PROGRAM

#### MUNICIPALITY OF SAN LORENZO

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

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#### 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 \$446,725.38 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]	Estimated 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	80	\$27.00	12	\$2,160.00	\$25,920.00
Compliance Manager	9	\$26.00	12	\$234.00	\$2,808.00
Compliance Specialist				\$0.00	\$0.00
Finance Manager	9	\$25.00	12	\$225.00	\$2,700.00
Finance Specialist	10	\$12.00	12	\$120.00	\$1,440.00
Procurement Manager	10	\$12.00	3	\$120.00	\$360.00
Outreach and Communications Coordinator	9	\$26.00	12	\$234.00	\$2,808.00
Admin Assistant	158	\$10.00	12	\$1,580.00	\$18,960.00
Staff to assist with Planning Services					
Planning Specialist	158	\$18.00	6	\$2,844.00	\$17,064.00
GIS/Data Analyst	158	\$18.00	6	\$2,844.00	\$17,064.00
Total Maximum resources Cost:					\$89,124.00

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Planning Services	Option 1 Prequalified planning services	\$0.00
Total Budget for Services to be Contracted:		\$0.00

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 Agreement.	\$0.00
Media	Media, promotions or outreach.	\$4,200.00
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.	\$9,332.00
Total Expenses Budget:		\$13,532.00

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.	\$2,250.00
Computer Equipment	Acquisition of office equipment: computers, and accessories.	\$6,000.00
Office Equipment	Acquisition of office equipment: Office furniture's.	\$3,000.00
Total Expenses Budget:		\$11,250.00

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PROJECT ACTIVITY DELIVERY COSTS		
STAFFING	Hourly rates and salaries	\$89,124.00
PROFESSIONAL SERVICES	Allowance for Specialized Planning Services	\$0.00
OTHER OPERATING	Operational costs associated with delivery and implementation activities	\$13,532.00
EQUIPMENT	Software, computers, office equipment, etc.	\$11,250.00
TOTAL COSTS		\$113,906.00
GRAND TOTAL		\$113,906.00

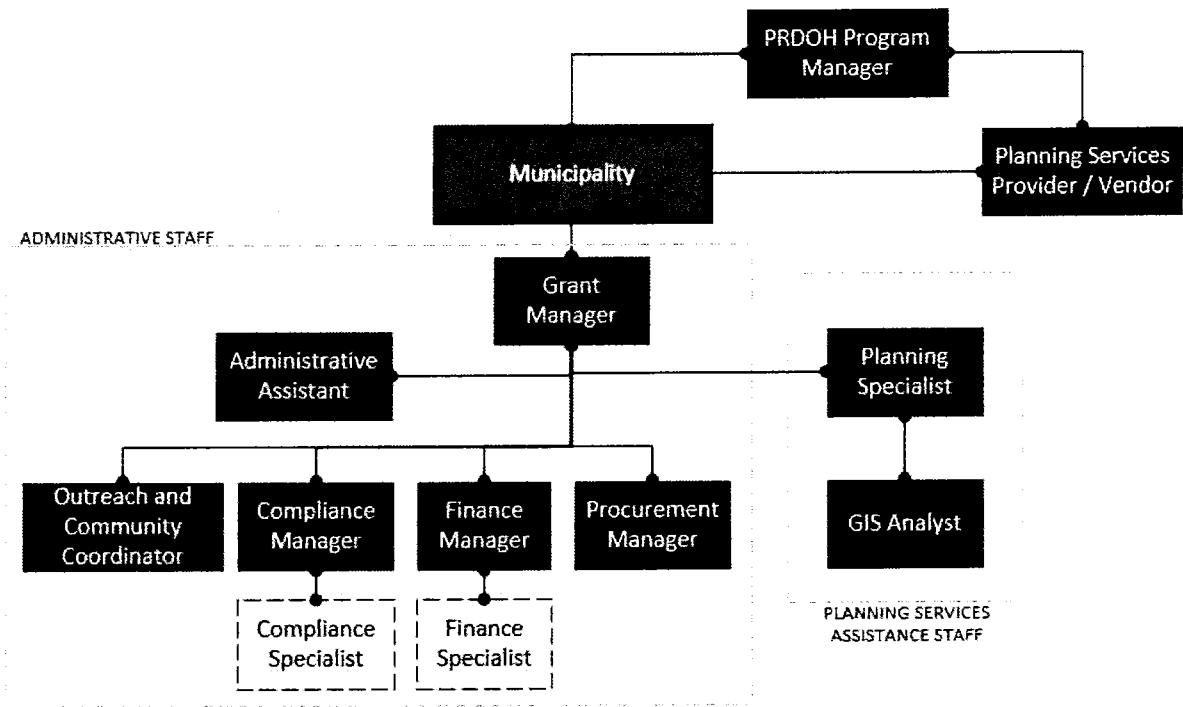
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PRDOH reserves the right to adjust funding levels for each grantee and the allocation of the funding amounts for each planning component. Once Applicants are selected for award, PRDOH will determine the total amount to be awarded to any subrecipient,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



Proposed Planning Services Organizational Structure for Procurement Option 1 and 2











# SAN LORENZO AMENDMENT A MRP

Final Audit Report

2022-08-19

Created:	2022-08-19
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