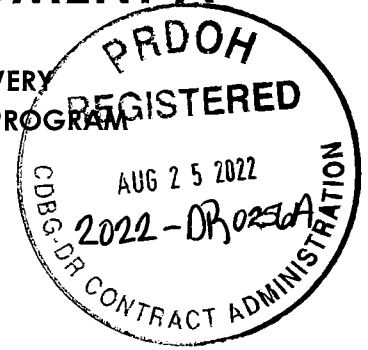




AMENDMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY ECONOMIC DEVELOPMENT INVESTMENT PORTFOLIO FOR GROWTH PROGRAM



AMENDMENT A TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND THE NATIONAL DEVELOPMENT COUNCIL (NDC)

This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, "**AMENDMENT A**") is entered into this 24 day of August, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, dated June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "**Department of Housing Organic Act**" (hereinafter, "**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, single, attorney and resident of San Juan, Puerto Rico; and **NATIONAL DEVELOPMENT COUNCIL (NDC)** (hereinafter, "**Subrecipient**"), a not for profit entity, with principal offices at 1111 Superior Ave. East, Suite 1114, Cleveland, Ohio, represented herein by its President and CEO, Daniel Marsh III, of legal age, single, and resident of Mashpee, Massachusetts; collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on January 27, 2022, the Parties entered into a Subrecipient Agreement under the **Economic Development Investment Portfolio for Growth Program**, Contract No. 2022-DR0256, for **four million seven hundred four thousand nine hundred three dollars and zero cents (\$4,704,903.00)**, with a **twelve (12) months** period of performance ending on January 26, 2023 (hereinafter, "**Agreement**").

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 acknowledge and agree that this AMENDMENT A is not intended to affect nor does it 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 duly adopted the Resolution dated May 4, 2020, authorizing the Subrecipient (via its Authorized Representative, Daniel Marsh III) to enter into this AMENDMENT A with the PRDOH, and by signing this AMENDMENT A, the Subrecipient assures the 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:

DM
DM

WORR
WORR

TERMS AND CONDITIONS

II. ATTACHMENTS

The information included in this AMENDMENT A serves the purpose of modifying and amending **Exhibit D** (Budget) of the Agreement. The modified or updated version of the aforementioned exhibit is incorporated by reference into the Agreement via this AMENDMENT A. All provisions of the original Agreement shall continue to be in full force and effect, as amended by this AMENDMENT A.

III. SCOPE OF AMENDMENT

The Parties acknowledge and agree that this AMENDMENT A principally entails a modification of the resources and estimated hours per resource in the Staffing Section of **Exhibit D** (Budget) due to a performance and cost of living adjustment. The total budget of the Agreement will remain unchanged.

IV. AMENDMENTS

- A. **Exhibit D** (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement and made part of the Agreement. (See **Attachment I** of this AMENDMENT A).
- B. On April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (**UEI**). Accordingly, the Parties agree to replace the Subrecipient's DUNS Numbers with the following Unique Entity Identifier:
National Development Council (NDC)
Unique Entity ID: X3J4ZFLNKKM9
- C. The Parties agree to include PRDOH's Unique Entity Identifier as part of the Agreement, as amended:
PRDOH
Unique Entity ID: FFMUBT6WCM1

V. HEADINGS

The titles to the paragraphs of this AMENDMENT A are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this amendment.

VI. 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.

VII. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

DM
DM

WORR
WORR

VIII. SUBROGATION

The Subrecipient acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Subrecipient shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

IX. 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, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

X. ENTIRE AGREEMENT

The Agreement and this AMENDMENT A constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

XI. SEVERABILITY

If any provision of this AMENDMENT A shall operate or would prospectively operate to invalidate the amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the amendment shall remain operative and in full effect.

XII. COUNTERPARTS

This AMENDMENT A may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this AMENDMENT A shall be null and void.

XIII. COMPLIANCE WITH INSURANCE REQUIREMENTS

PRDOH will execute this AMENDMENT A conditioned to the submission by the Subrecipient of the required insurance policies within **thirty (30) 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.

XIV. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of the Agreement, as amended, related to the following subjects shall survive the termination or expiration of the Agreement, as amended,: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent Subrecipient relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of the Agreement, as amended, shall so survive.

DM
DM

WORR
WORR

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 24, 2022 17:37 EDT)
Name: Hon. William O. Rodríguez Rodríguez, Esq.
Title: Secretary

**NATIONAL DEVELOPMENT COUNCIL (NDC)
SUBRECIPIENT**

Daniel Marsh III
By: Daniel Marsh III (Aug 24, 2022 16:22 EDT)
Name: Daniel Marsh III
Title: President and CEO

DM
DM

WORR
WORR



EXHIBIT D – SECTION 1

BUDGET

ECONOMIC DEVELOPMENT INVESTMENT PORTFOLIO PROGRAM

NATIONAL DEVELOPMENT COUNCIL (NDC)

DESCRIPTION SERVICES

As stated on the CDBG-DR Action Plan, the Puerto Rico Department of Housing (**PRDOH**) allocated eight hundred million dollars (\$800,000,000.00) to the Investment Portfolio for Growth Program (**IPG**), serving as a basis for the execution of a detailed Subrecipient Agreement (**SRA**) that complies with 2 C.F.R. Part 200, related CDBG-DR regulation, and applicable Puerto Rico and Federal law and regulations.

DM
DM

WRR
WRR

As a method of distribution, PRDOH is assigning four million seven hundred and four thousand nine hundred and three dollars (\$4,704,903.00) to the National Development Council (**NDC**). According to the current approved CDBG-DR Action Plan, the Program aligns with the ENC 9 and ENC 37 courses of action from Puerto Rico's Recovery Plan.

With the funds provided, Puerto Rico will accelerate economic recovery of the Island's agricultural industry by promoting and increasing food security island-wide and enhancing and expanding agricultural production related to economic revitalization and sustainable development activities.

Please find below the Budget summary distribution.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

I. STAFFING

Position	Qty. of Resources [A]	Number of Months [B]	Estimated Hours per month per Resource [C]	Estimated Hourly Rate [D]	Estimated Monthly Cost [D=AxBxC]	Max Cost [D=AxBxC]
Analyst I	1	12	86.50	\$51.00	\$ 4,412.00	\$ 52,944.00
Analyst II	1	12	65.74	\$109.00	\$ 7,166.00	\$ 85,992.00
Operations Support II	1	12	8.65	\$101.00	\$ 874.00	\$ 10,488.00
Program Manager	1	12	141.86	\$128.00	\$ 18,159.00	\$ 217,908.00
Quality Assurer I	1	12	34.60	\$172.00	\$ 5,952.00	\$ 71,424.00
Quality Assurer II	1	12	17.30	\$155.00	\$ 2,682.00	\$ 32,184.00
Reviewer I	1	12	43.25	\$95.00	\$ 4,109.00	\$ 49,308.00
Reviewer II	1	12	43.25	\$115.00	\$ 4,974.00	\$ 59,688.00
Reviewer III	1	12	43.25	\$138.00	\$ 5,969.00	\$ 71,628.00
Reviewer IV	1	12	43.25	\$145.00	\$ 6,272.00	\$ 75,264.00
Reviewer V	1	12	34.60	\$151.00	\$ 5,225.00	\$ 62,700.00
Underwriter II	1	12	129.75	\$93.00	\$ 12,067.00	\$ 144,804.00
Underwriter III	1	12	107.25	\$89.00	\$ 9,546.00	\$ 114,552.00
Underwriter IV	1	12	107.59	\$64.00	\$ 6,886.00	\$ 82,632.00
Total Estimated Monthly Cost:					\$ 94,293.00	
Total Cost for 12 Month:					\$ 1,131,516.00	

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

II. PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Underwriting Services	Service to contract underwriters to assists with the completion of the underwriting analysis of eligible applications of the program.	\$ 1,557,000.00
Total Budget for Services to be Contracted:		\$ 1,557,000.00

III. OTHER OPERATING

Item Name	Item Description	Budget
Indirect Costs	Incurred cost will be reimbursed through a Negotiated Indirect Cost Rate Agreement (NICRA).	\$ 2,016,387.00
Total Expenses Budget:		\$ 2,016,387.00

DM
DM

WORR
WORR

PROJECT ACTIVITY DELIVERY COSTS		
Staffing	Salaries and benefits directly associated with the implementation of the program.	\$ 1,131,516.00
Professional Services	The cost associated with underwriting services for the program.	\$ 1,557,000.00
Other Operating	Indirect cost incurred for the program.	\$ 2,016,387.00
TOTAL COSTS		\$ 4,704,903.00
GRAND TOTAL		\$ 4,704,903.00

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.

END OF DOCUMENT

DM
DM

WRR
WRR


AMENDMENT A_CONTRACT NO. 2022-DR0056 NDC

Final Audit Report

2022-08-24

Created:	2022-08-24
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5MhvKfcmnpu0Lzon11mglp5LO50R3yX

"AMENDMENT A_CONTRACT NO. 2022-DR0056 NDC" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2022-08-24 - 8:16:04 PM GMT - IP address: 196.28.53.20
-  Document emailed to dmarsh@ndconline.org for signature
2022-08-24 - 8:17:30 PM GMT
-  Email viewed by dmarsh@ndconline.org
2022-08-24 - 8:21:16 PM GMT - IP address: 104.47.70.126
-  Signer dmarsh@ndconline.org entered name at signing as Daniel Marsh III
2022-08-24 - 8:22:30 PM GMT - IP address: 75.68.105.112
-  Document e-signed by Daniel Marsh III (dmarsh@ndconline.org)
Signature Date: 2022-08-24 - 8:22:31 PM GMT - Time Source: server- IP address: 75.68.105.112
-  Document emailed to w.rodriquez@vivienda.pr.gov for signature
2022-08-24 - 8:22:33 PM GMT
-  Email viewed by w.rodriquez@vivienda.pr.gov
2022-08-24 - 9:36:42 PM GMT - IP address: 104.47.65.254
-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2022-08-24 - 9:37:46 PM GMT - IP address: 12.188.237.35
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)
Signature Date: 2022-08-24 - 9:37:48 PM GMT - Time Source: server- IP address: 12.188.237.35
-  Agreement completed.
2022-08-24 - 9:37:48 PM GMT