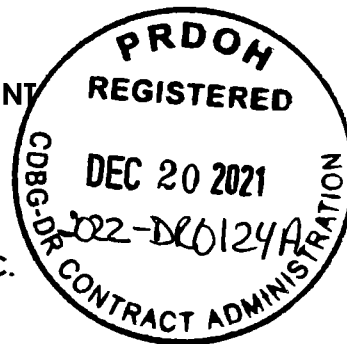




AMENDMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) BLUE ROOF SURVEY PROGRAM

AMENDMENT A TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
PONCE NEIGHBORHOOD HOUSING SERVICES, INC.
Contract No. 2022-DR0124



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THIS **AMENDMENT A** TO SUBRECIPIENT AGREEMENT FOR THE BLUE ROOF SURVEY PROGRAM, (hereinafter, the "Amendment A") is entered in San Juan, Puerto Rico, this 19 day of December, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "Department of Housing Governing Act", with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, 00918, herein represented by Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **PONCE NEIGHBORHOOD HOUSING SERVICES, INC.** (hereinafter, the "**SUBRECIPIENT**"), a corporation with principal offices at Calle Mendez Vigo #57, Ponce, Puerto Rico, 00730, represented herein by its Executive Director, Elizabeth Colón-Rivera, of legal age, single, and resident of Ponce, Puerto Rico; collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 24, 2021, the PRDOH and the Subrecipient entered into a Subrecipient Agreement, for the **Blue Roof Survey Program** (hereinafter, "the **Program**") which was registered under Contract No. 2022-DR0124 (hereinafter, "the **Agreement**"), Through the Program the PRDOH intends to conduct surveys on properties all over Puerto Rico to obtain information on presence of tarp roofs, need of repairs, and other valuable information that will be used to feed the program's design;

WHEREAS, the Parties agreed that PRDOH would pay the Subrecipient during the term of the Agreement a maximum amount not to exceed **Three Hundred Twenty-Eight Thousand Forty Dollars (\$328,040.00)**, from **Account Number: R02P06PMP-DOH-NA 6090-01-000**, for a period of **four (4) months** from the day of its execution, ending in December 24, 2021.

WHEREAS, the Subrecipient will assist the PRDOH in utilizing CDBG-DR funds to carry out the Program, pursuant to this Agreement;

WHEREAS, as per Section IX (A) of the Subrecipient Agreement, the Subrecipient Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Subrecipient Agreement, nor release the Parties from their obligations under the Subrecipient Agreement.

WHEREAS, it is the intention of the parties to modify and amend the Subrecipient Agreement, to extend the term of the contract to **April 30, 2022**. The Total Authorized Budget remains as approved for the original contract. (See **Attachment I** of this Amendment A).

WHEREAS, the Parties wish to amend and modify certain terms of the Subrecipient Agreement, specifically the Scope of Work Key into **Exhibit A** and Timelines and Performance Goals, as shown in **Exhibit B**. (See **Attachment I** of this Amendment A).

WHEREAS, this Amendment A also conforms the Subrecipient Agreement to federal, state, and local regulations and statutes.

WHEREAS, this AMENDMENT A is not intended to affect, nor does it constitute an extinctive novation of the obligations of the parties under the Subrecipient Agreement, but it is rather a modification and amendment of certain terms and conditions under the Subrecipient Agreement, specifically Exhibit A and Exhibit B, attached to the aforementioned 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 Resolutions dated July 9, 2019, authorizing Elizabeth Colón-Rivera to enter into the Subrecipient Agreement.

WHEREAS, by signing this Amendment A, the SUBRECIPIENT assures PRDOH that SUBRECIPIENT shall comply with all the requirements described herein.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth in the Subrecipient Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the PRDOH and the SUBRECIPIENT agree to execute this AMENDMENT A subject to the following:

TERMS AND CONDITIONS

I. AMENDMENTS

- A. The Parties agree to amend **Article II. ATTACHMENTS** to replace **Exhibit A** ("Scope of Work") with and **Exhibit A** amended. (See **Attachment II** of this Amendment A).
- B. The Parties agree to amend **Article II. ATTACHMENTS** to replace **Exhibit B** ("Timelines and Performance Goals") with and **Exhibit B** amended. (See **Attachment III** of this Amendment A).
- C. The Parties agree to amend **Article V. EFFECTIVE DATE AND TERM**, to extend the Term of the Agreement as follows:

*This Agreement shall be in effect and enforceable between the Parties from the date of its execution. The term of the original Agreement was for a performance period of **four (4) months**, ending on December 24, 2021. The Parties hereby agree to extend the period of performance for an additional period of performance ending on **April 30, 2022**.*

*The End of Term shall be the later of: (i) **April 30, 2022**. (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ have been satisfied or, where no Close-Out Requirements are applicable 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.*


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- D. All other terms and conditions of the Subrecipient Agreement, as amended by Amendment B, remain unchanged.
- E. Each party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

II. SCOPE OF AMENDMENT

The PRDOH and the SUBRECIPIENT have agreed to enter into this AMENDMENT A with the purpose of extend the term of the contract to **April 30, 2022** and modifying certain sections of the existing Subrecipient Agreement specifically the **Exhibit A and Exhibit B**.


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III. SAVINGS CLAUSES

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms and conditions under the Subrecipient Agreement, including any modified Exhibits. All provisions of the original Subrecipient Agreement shall continue to be in full force and effect, as amended by this AMENDMENT A. The Total Authorized budget included in the Subrecipient Agreement shall not be changed.


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IV. ATTACHMENT

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms under the Subrecipient Agreement specifically the **Exhibit A and Exhibit B**. All other provisions of the Subrecipient Agreement and Exhibits shall continue to be in full force and effect.

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 A.

VI. FEDERAL FUNDING

The fulfillment of the Subrecipient 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 Subrecipient Agreement, as amended, must be made in accordance with the Subrecipient 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. SUBROGATION

The SUBRECIPIENT acknowledges that funds provided through the Subrecipient Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Subrecipient 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 Contractor 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 Subrecipient Agreement, as amended.

VIII. 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 Subrecipient 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.

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 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.

X. ENTIRE AGREEMENT

The Subrecipient Agreement, as amended, constitutes the entire agreement among the PARTIES for the use of funds received under the Subrecipient 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 Subrecipient Agreement, as amended.

XI. SEVERABILITY

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

XII. COUNTERPARTS

This Amendment 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 shall be null and void.

XIII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of the Subrecipient Agreement, as amended, related to the following subjects shall survive the termination or expiration of the Subrecipient 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 CONTRACTOR relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger 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.


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

DEPARTMENT OF HOUSING

PONCE NEIGHBORHOOD HOUSING SERVICES, INC.

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 19, 2021 20:53 AST)

Hon. William O. Rodríguez Rodríguez, Esq.
Secretary

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Elizabeth Colón-Rivera

Elizabeth Colón-Rivera
Executive Director
DUNS Number: 031444321



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment I

December 13, 2021

Maytte Texidor-López, Esq.

Director for Disaster Recovery, Legal Division
CDBG-DR Program

William O. Rodríguez-Rodríguez, Esq.

Secretary

Maretzie Díaz-Sánchez, Esq.

Deputy Secretary for Disaster Recovery
CDBG-DR Program

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Orison Trossi-Olivera, PE

Director for Disaster Recovery
CDBG-DR Program

**Recommendation for Amendment A to Subrecipient Agreement - Extension
Ponce Neighborhood Housing Services | No. 2022-DR0124
Blue Roof Survey Program**

In August 2021, the Puerto Rico Department of Housing (PRDOH) executed a subrecipient agreement with Ponce Neighborhood Housing Services (Ponce NHS) for the CDBG-DR Blue Roof Survey Program (BRS Program). The agreement was executed for the total amount of \$328,040.00

The program team has identified the need to survey approximately 5,000 cases from the Home Repair, Reconstruction or Relocation Program (R3 Program). This survey can be performed using the same procedure and application currently being used for the BRS Program. The proposed amendments to Ponce NHS' subrecipient agreement include the need to extend the contract term to **April 30, 2022**. The Total Authorized Budget remains as approved for the original contract.

Proposed amendments lie within Key Personnel and Budget. Amended Exhibit A Scope of Work and Exhibit B Timelines and Performance Goals, are attached.

Cc: **Félix Hernández Cabán, M.B.A., C.F.E., J.D.**

Attachments:

1. Proposed Amended Exhibit A Scope of Work
2. Proposed Amended Exhibit B Timelines and Performance Goals



EXHIBIT A

SCOPE OF WORK

BLUE ROOF SURVEYS

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The Puerto Rico Department of Housing (PRDOH) is in the process of determining a precise quantity of homes remaining with a tarp roof, or that at some point after the Hurricanes had a blue roof installed and remain with damages to the roof. The data will feed a new disaster recovery program to be implemented by PRDOH with the help of Subrecipients.

PRDOH has established the following Scope of Work for the Agreement between PRDOH and **Ponce Neighborhood Housing Services, Inc.** (the "Subrecipient"), as part of the Community Development Block Grant for Disaster Recovery (CDBG-DR) Program.

The Scope of Work consists of the provision of staff to perform a site survey to preliminarily identify properties with storm damage. PRDOH will provide access to a mobile application for the Subrecipient to log the results of the surveys performed at properties. As part of the survey, and if available, the Subrecipient will also conduct an interview to household members at each of the properties inspected.

PRDOH will provide funding to the Subrecipient to complete the following tasks:

Task 1. Procurement of Inspectors through Professional Services (Optional)

Activity: Should the subrecipient opt to fill some inspector positions through staff contracted by means of professional service contracts, the Subrecipient shall conduct a procurement process to fill those positions. Inspector positions through professional services may be contracted by the Subrecipient under a time and materials contract structure or under a unit price per survey contract structure. The procurement process shall be conducted in compliance with the procurement requirements for Subrecipients established in PRDOH's policies.

Task 2. Inspections/Surveys Coordination

Activity: The PRDOH will assign locations to the Subrecipient for site inspections/surveys to be performed. The Subrecipient must coordinate site visits by inspectors to the locations assigned in order to confirm the presence of a tarp roof or the remaining need for roof repairs to properties.

Location assignments will be made through the PRDOH's Blue Roof Survey Application. The Subrecipient will be able to create inspection teams within the Application. These inspection teams will be composed of an inspector coordinator and one or more inspectors. The inspector coordinator will be responsible for assigning locations to inspectors, following up with the inspectors to ensure that all locations assigned are visited, and for reviewing the surveys submitted the inspectors once locations are visited.

Task 3. Inspections/Surveys Performance

Activity: The Subrecipient's inspectors will receive location assignments from their assigned inspector coordinators. Inspectors will be responsible for

arriving at the assigned locations and performing a visual inspection of the property. As part of this visual inspection, the inspector should identify:

- Photos of the location
- Presence of a tarp roof
- If the home's roof still needs repairs
- The Municipality of the location
- The latitude and longitude coordinates of the location
- The material of construction of the property
- The type of property (e.g. detached single-family, attached housing unit, module home, manufactured home, trailer home, commercial building, etc.)
- Quantity of stories for the location

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Additionally, while on site the inspector will attempt to interview a household member at the location. The interview will serve to collect data on:

- Race
- Ethnicity
- Age
- Gender
- Household size
- Quantity of adults
- Quantity of minors
- Disabilities
- Income
- Property configuration (physical address, quantity of bedrooms, and quantity of bathrooms)
- Ownership or rental of the property
- Primary residence at the time of the storm(s)
- Previous monetary assistance received

Interviews will only be conducted by inspectors if a household member is available at the time of the site visit. If no household member is available at the time of the site visit, the inspector will leave a "visit notice" at the property with contact information of the Subrecipient and a Survey Key. The purpose of this notice is to provide instructions to household members to contact the Subrecipient in order to complete the interview portion of the survey that could not be completed on site due to no household member being available for an interview at the time of the visit. Calls from household members for interview purposes will be received by a Customer Service Representative under the Subrecipient's team. Surveys may be completed by the Subrecipient within 10 days of the site inspection with no interview to a household member or immediately after completing the interview to a household member.

Locations are assigned to the Subrecipient based on a preliminary list of potential blue roofs identified by PRDOH across the island. Nonetheless, during the commute to assigned locations inspectors may identify a property with a blue roof that is not in the PRDOH's preliminarily identified locations. Under these circumstances the inspector will manually add a new location and complete the survey for it.

Task 4. Training

Activity: The Subrecipient will be responsible to participate in mandatory sessions of training of the following topics:

- a) PRDOH Blue Roof Survey Application Training
- b) Others, as requested by PRDOH.

Task 5. Reporting

Activity: The Subrecipient will be responsible to submit monthly reports to the PRDOH to inform status of tasks, work progress, and financial status (e.g. total funds, funds incurred, funds invoiced, funds disbursed, etc.) of the

Agreement between the parties by project. Each report must be prepared in compliance with PRDOH's reporting requirements.

Task 6. Invoicing

Activity: The Subrecipient will be responsible to submit monthly invoices for reimbursement of costs regarding internal staff or contracted services. Each invoice must be prepared in compliance with PRDOH's invoicing requirements. The PRDOH will not reimburse the Subrecipient for work performed by employees without an authorization before performing work.

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EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

BLUE ROOF SURVEYS

PONCE NEIGHBORHOOD HOUSING SERVICES, INC.

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TASKS	DESCRIPTION	TIMEFRAME DATES ALL TERMS DEPEND ON PROJECT COMPLEXITY	DELIVERABLES
Identification of Subrecipient Staff (internal)	After signing the Subrecipient Agreement (SRA), Subrecipient submits the information of internal key personnel (employees).	Within 5 days after signing SRA	Submit to PRDOH a list of personnel and credentials, for the following positions: <ul style="list-style-type: none"> • Inspection Coordinator • Customer Service Representative • Inspectors (internal)
Procurement of Inspectors via Professional Services (if applicable)	After signing the SRA, Subrecipient will immediately procure inspectors that are not part of its internal employee roster.	Complete procurement process within 15 days after signing SRA Execute contracts within 20 days after signing SRA	Contracts with inspectors for the Blue Roof Survey via Professional Services, (if any).
Blue Roof Survey Platform Training	After signing the SRA, Subrecipient will participate in a training session on the use of PRDOH's Blue Roof Survey Application. Inspection Coordinators will be responsible for providing training on the platform to any inspectors onboarded after PRDOH's initial training to the Subrecipient Staff.	Within 10 days after signing SRA or upon availability of the PRDOH's Blue Roof Survey Application (whichever is last).	Participation in PRDOH's training session on the use of the Blue Roof Survey Application.
Blue Roof Surveys Performance (Phase-1)	After signing the SRA, having inspection staff available, and receiving the initial training on the use of PRDOH's Blue Roof Survey Application, the Subrecipient will begin conducting Blue Roof Surveys with its staff.	Start surveys within 10 days after signing the SRA or 5 days after the Blue Roof Survey Platform training (whichever is last). Complete surveys within 100 days after signing the SRA.	Complete Phase-1. The Subrecipient is expected to complete between 2,600 and 3,500 surveys within 100 days after SRA execution. Subrecipient must complete between 866 and 1,166 Surveys per month.
Blue Roof Surveys Performance (Phase-2)	After completing Phase-1, the Subrecipient will begin conducting surveys under Phase-2.	Start Phase-2 within 10 days after completing Phase-1. Within 100 days after signing the	Complete Phase-2. The Subrecipient is expected to complete between 1,000 and 2,000 surveys in Phase-2 of the contract within 100 days after

		Amendment the phase 2 surveys must be completed.	execution of SRA amendment. Subrecipient must complete between 330 and 670 surveys per month.
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The Subrecipient shall develop workplans, schedules, reports and any other document that may be requested by either PRDOH or its Representative, in connection to the above-mentioned timelines and performance goals. The Subrecipient shall submit said documents for review and approval, as requested by PRDOH, within the specified time frame provided for such request. PRDOH reserves the right to request any information to the Subrecipient as part of the Grantee responsibilities.


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AMENDMENT A_2022-DR0124

Final Audit Report

2021-12-20

Created:	2021-12-17
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ9RtYH86hxT60ho9Da3f0w6g8BhpSi1O

"AMENDMENT A_2022-DR0124" History

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2021-12-17 - 4:09:54 PM GMT- IP address: 66.249.88.163
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2021-12-20 - 0:52:48 AM GMT- IP address: 172.58.225.221
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
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