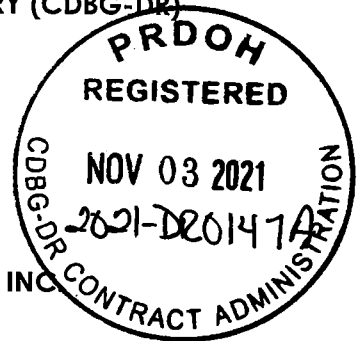




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT A** to the  
**SUBRECIPIENT AGREEMENT**  
**BETWEEN THE**  
**PUERTO RICO DEPARTMENT OF HOUSING**  
**AND**  
**YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN JUAN, INC.**



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This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT A**") is entered into this 2<sup>nd</sup> day of November, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, Esq., of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN JUAN, INC.** (the "**Subrecipient**"), a nonprofit entity, with principal offices at 800 Boulevard Sagrado Corazón Parada 26½ Esq. Los Ángeles Suite 2 San Juan, Puerto Rico, represented herein by its Executive Director, Mabel Román Padró, of legal age, married, and resident of San Juan, Puerto Rico, collectively the "**Parties**".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on March 30, 2021, the PRDOH and the Subrecipient entered into an Subrecipient Agreement for the **Workforce Training Program ("WFT")** in connection with the CDBG-DR Program for a period of **twenty-four (24)** months from the day of its execution, ending in March 30, 2023, for one million nine hundred and ninety nine five hundred sixty dollars (\$1,999,560.00), registered as Contract Number 2021-DR0147 (hereinafter, "the Agreement").

**WHEREAS**, as per Section XXXIII 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**, it is the intention of the parties to modify and amend certain terms of the AGREEMENT, specifically redistribution of funds detailed in the budget, (**See Attachment I of this Amendment A**).

**WHEREAS**, this AMENDMENT A is not intended to affect, nor does it constitute an extinctive novation of the obligations of the parties under the AGREEMENT but it is rather a modification and amendment of certain terms of the AGREEMENT, specifically **Exhibit C and Exhibit D**, attached to the aforementioned Agreement;

**WHEREAS**, this AMENDMENT A does not affect the term nor the overall amount of the AGREEMENT.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth in the AGREEMENT, the PRDOH and the SUBRECIPIENT agree to execute this AMENDMENT A subject to the following:

## TERMS AND CONDITIONS

### II. SAVINGS CLAUSES

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

### III. ATTACHMENT

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

### IV. SCOPE OF AMENDMENT

The PRDOH and the SUBRECIPIENT have agreed to enter into this AMENDMENT A with the purpose of modifying certain sections of the existing AGREEMENT specifically the **Exhibit C and Exhibit D**.

### V. AMENDMENTS

- A. The parties intend to amend the **Exhibit C and Exhibit D**, of the AGREEMENT, to result in a budget redistribution from the Staffing, Professional Services, Other Operating and Equipment sections to the Subaward line item and as such, properly segregating costs allocated to YMCA and their Subaward, Vitrina Solidaria. **(See Attachment II and Attachment III of this Amendment A).**

### VI. SEVERABILITY

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

### VII. 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.

### VIII. 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.

### IX. 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

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or contemporaneous communications and proposals, whether electronic, oral, or written among the PARTIES with respect to the AGREEMENT, as amended.

**X. 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.

**XI. 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.

**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**

William O. Rodríguez Rodríguez  
By: William O. Rodríguez Rodríguez (Nov 2, 2021 14:39 EDT)  
Name: William O. Rodríguez Rodríguez, Esq.  
Title: Secretary

**SUBRECIPIENT**

Mabel Román Padró  
By: Mabel Román Padró (Nov 1, 2021 14:58 EDT)  
Name: Mabel Román Padró  
Title: Executive Director  
DUNS: 131442584



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

Attachment I

Memorandum

To: Maretzie Díaz Sánchez, Esq.  
Deputy Director  
CDBG-DR Program

Visto Bueno  
7 de octubre de 2021

From: Mitchell Méndez Castañeda, Esq., LLM  
Director of Disaster Recovery  
CDBG-DR Program

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Re: Subrecipient Agreement Request for Budget Amendment

Date: October 6, 2021

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**Overview:**

On March 30, 2021, the Puerto Rico Department of Housing (PRDOH) and Young Men's Christian Association of San Juan, Inc (YMCA) (the Subrecipient) entered into a subrecipient agreement (SRA) for the Workforce Training (WFT) Program for a period of twenty-four (24) months from the day of its execution, for one million nine hundred and ninety nine five hundred sixty dollars (**\$1,999,560.00**) registered as Contract Number 2021-DR0147.

After further review of the approved budget, the Programmatic Area provided guidance to the Subrecipient regarding the management of their Subaward, Vitrina Solidaria, and identified the budget line items that corresponded to YMCA and Vitrina Solidaria in order to redistribute them respectively. The aforementioned, resulted in a budget redistribution from the Staffing, Professional Services, Other Operating and Equipment sections to the Subaward line item and as such, properly segregating costs allocated to YMCA and Vitrina Solidaria.

The Programmatic Area, in its best interest to comply with monitoring procedures, suggests moving forward with this amendment request since it does not imply a change in the initial program award; rather it entails a redistribution of funds detailed in the budget. Said request will result in the modification of Exhibits C and D of the SRA. It is important to note that our Legal and Finance Teams agree with the Programmatic Area's assessment.

As per the reasons stated above, the SRA should only be amended to modify Exhibits C and D as this will allow the Subrecipient to continue with its program implementation. If you have any questions regarding this matter, feel free to contact me at your convenience.



# EXHIBIT C

## KEY PERSONNEL

### WORKFORCE TRAINING PROGRAM

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN JUAN, INC.

Below is the Staffing Plan for the CDBG-DR **Workforce Training Program (WFT)** which reflects a combination of existing employees or new hired employees dedicated for the CDBG-DR **Workforce Training Program**.

I. Roles

Roles	FE Count
Executive Director	1
Administrator	1
Executive Assistant	1
Accounting Manager	1
Accounting Assistant	1

II. Roles Description:

Role	Description
Executive Director	Responsible for the general management of the project, providing guidance to every member of the staff assigned to it. Will ensure the effective use of the funds in compliance with the program regulations.
Administrator	Serves as the primary point of contact with PRDOH. Responsible for the revision of invoices, payments reimbursements received and any other requirement of the PRDOH. Will assign administrative responsibilities regarding the project.
Executive Assistant	Provide assistance in the program administrative matters, providing I support to the Executive Director in any task related to the project. Will also assist in every

Role	Description
	procurement process that will be developed as part of the project.
Accounting Manager	Will oversee the general supervision of the fiscal and budgetary process of the project. Responsible for the compilation of financial records and the coordination of the single audit that will be performed at the end of the project.
Accounting Assistant	Responsible for processing invoices and payments of every transaction related to the project. Will also perform accounts adjustments when CDBG-DR funds area received.

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III. Notes:

After this agreement is executed, the Subrecipient may request in writing to modify the distribution of budgeted amounts for any of the positions.

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## EXHIBIT D – SECTION 1

### BUDGET

#### WORKFORCE TRAINING PROGRAM

#### YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN JUAN, INC.

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#### DESCRIPTION OF SERVICES

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The Young Men's Christian Association of San Juan, Inc. (**YMCA**) with the collaboration of Vitrina Solidaria, Inc. and community-based organizations proposes trainings in the areas of recreation & sports, outdoor recreation, agroecology, and renewable energy. The participants will have the opportunity to take part in a 10-month program with a combination of 800 hours of training and practice and establish community-based enterprises that will provide services to community members and visitors of El Yunque. In three (3) years, the project pretends to recruit 120 (40 per year) young adults and adults who are unemployed or outside the labor force primarily in the municipalities of Río Grande and Luquillo, with a focus on the surrounding low-income communities.

It is a collaborative effort between two community base organizations to provide a resilient space that can contribute to the sustainable development of the region. In particular of the two municipalities where the property is located Luquillo and Rio Grande. The Key deliverable is to provide workforce training and under employed Puerto Rican citizens of East region to improve their work opportunities.

A combination of staff and/or professional services will work together in the successful completion of the Key Deliverable and its execution. The following budget categories are described:

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 Attachment A (**Scope of Work**) and Attachment B (**Timeline and Performance Goals**):

STAFFING

Position	Qty. of Resources [A]	Max. Hours per month per Resource [B]	Hourly Rate [C]	Max. Monthly Cost [D=AxBxC]
Executive Director	1	24	\$44.15	\$ 1,060.00
Administrator	1	24	\$27.25	\$ 654.00
Executive Assistant	1	24	\$18.86	\$ 453.00
Accounting Manager	1	16	\$24.22	\$ 386.00
Accounting Assistant	1	16	\$12.46	\$ 200.00
Total Maximum Monthly Cost:				\$ 2,753.00
Total Cost for 2 Years (24 Months):				\$ 66,072.00

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Subaward

Services Name	Services Description	Budget
Vitrina Solidaria	YMCA and Vitrina Solidaria presented this proposal as a collaborative effort between both entities. Vitrina Solidaria will be responsible for the programmatic component of the project. It will be in charge of the recruitment of participants and the resources that will be offering the trainings, and also of the general supervision of the personnel assigned to the project.	\$ 1,045,920.00
Total Budget for Services to be Contracted:		\$ 1,045,920.00

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Accounting Services	Will perform external audit and accounting revisions to ensure compliance with CDBG-DR regulations	\$ 9,000.00
Facilities Manager	Will be responsible for the supervision of the daily maintenance and repairs of	\$ 36,000.00



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	the facilities where the trainings will be provided.	
Security Service	Armed security officers to provide safety for participants, personnel and equipment assigned to the project.	\$ 58,456.00
Project Management & Human Resources Management	Will assist YMCA & Vitrina Solidaria Executive Directors, in the preparation of weekly work schedules, give follow up to core activities of the project, will also ensure compliance with procurement and other CDBG-DR regulations, and oversee the recruitment, contracting and evaluation process of the personnel assigned to the project.	\$ 85,000.00
Outreach Services	Public relations such as press communications, press releases, round tables, press connections and other relations needed to divulge the program information outcomes and services to the community.	\$ 18,000.00
Total Budget for Services to be Contracted:		\$ 206,456.00

OTHER OPERATING

Item Name	Item Description	Budget
Transportation Services	Transportation services to the project site for participants and other resources of the Program	\$ 49,362.00
Utilities	Expenses related to gas, water, and electricity service for the program.	\$ 41,750.00
Rent	Rental payment for the facilities that will be used during the theoretical sessions of the training program. Will also provide space for sub awardee and other professional resources.	\$ 110,000.00
Telecommunications	Internet service for two localities used by the program	\$ 25,276.00

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	and cloud storage systems for the operations of the program.	
Bank Fees	Bank general fee requirements for the program.	\$ 1,900.00
Insurance	Cost of insurance requirements directly related to the program.	\$ 63,000.00
Maintenance & Repairs	Provides for maintenance, minor repairs and cleaning services of the facilities that will be used both, for the theoretical and practical components of the training program.	\$ 198,190.00
Materials & Supplies	Cleaning materials for the exclusive use of the program.	\$ 5,000.00
Total Expenses Budget:		\$ 494,478.00

EQUIPMENT

Item Name	Item Description	Budget
Outdoor Solar Lights	To be installed in the area where the trailers will be placed.	\$ 4,000.00
Solar System	To provide solar energy in a large scale that will be used as part of the renewable energy certification. Also, the equipment may be used in the facility in case of an emergency.	\$ 162,634.00
Water Cistern	To provide immediate access to water in the spaces where the program will be held.	\$ 20,000.00
Total Expenses Budget/Gastos Totales:		\$ 186,634.00

Project/Proyecto		
Subaward	Vitrina Solidaria will be responsible for the programmatic component of the project.	\$ 1,045,920.00
TOTAL COSTS/COSTO TOTAL		\$ 1,045,920.00

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PROJECT ACTIVITY DELIVERY COSTS/COSTOS DIRECTOS DEL PROYECTO			
	Staffing	Personnel such as managers, coordinators, compliance and financial officers are part of the staff that will support the program.	\$ 66,072.00
	Professional Services	Accounting, Audit, Security and other services for the program.	\$ 206,456.00
	Other Operating	Operational costs associated with program delivery and implementation of activities.	\$ 494,478.00
	Equipment	Equipment required for the program implementation.	\$ 186,634.00
	TOTAL COSTS/COSTO TOTAL		\$ 953,640.00
GRAND TOTAL/GRAN TOTAL			\$ 1,999,560.00

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.

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# YMCA - AMENDMENT A - WFT - SRA

Final Audit Report

2021-11-02

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