



## AMENDMENT A

### COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) HOUSING SEISMIC REHABILITATION AND RECONSTRUCTION PROGRAM (SR2)

AMENDMENT A TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA  
DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

Contract No. 2023-DR0023  
Amendment No. 2023-DR0023A



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT A")** is entered into this 23 day of March, 2023, 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 L.P.R.A. § 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 **Consortio del Sur para Manejo y Administración de Fondos Federales para Daños por Terremotos de Enero 2020 (CONSUR) ("Subrecipient")**, a legal entity created under Article 1.008(p) of Act No. 107 of August 14, 2020, also known as the Puerto Rico Municipal Code, 21 L.P.R.A. § 7013(p); with principal offices at Ponce, Puerto Rico, represented herein by the Members of its Board: **Luis Irizarry Pabón**, of legal age, married, resident and Mayor of the Municipality of Ponce, Puerto Rico; **Raúl Rivera Rodríguez**, of legal age, married, resident and Mayor of the Municipality of Guayanilla, Puerto Rico; **Ángel Luis Torres Ortiz**, of legal age, married, resident and Mayor of the Municipality of Yauco, Puerto Rico; **Ismael Rodríguez Ramos**, of legal age, married, resident and Mayor of the Municipality of Guánica, Puerto Rico; **Jayson Martínez Maldonado**, of legal age, married, resident and Mayor of the Municipality of Lajas, Puerto Rico; and **Gregory González Souchet**, of legal age, married, resident and Mayor of the Municipality of Peñuelas, Puerto Rico, collectively the "**Parties**".

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on September 30, 2022, the PRDOH and the Subrecipient executed a Subrecipient Agreement, Contract Number **2023-DR0023 ("Agreement")**, for **ONE MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$1,821,200.00)** for the Subrecipient to undertake its activities under the **Housing Seismic Rehabilitation and Reconstruction Program (SR2) ("Program")**. The Parties agreed on a performance period of **thirty-six (36) months** from the date of the execution of the Agreement ending on **September 30, 2025**.

**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**, 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, through the members of its Board, has the legal power and authority to enter into this **AMENDMENT A** with the PRDOH, in accordance with Article 1.008(p) of Act No. 107 of August 14, 2020, also known as the "Puerto Rico Municipal Code", 21 L.P.R.A. § 7013(p); 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:

**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 goal of the Program is to provide assistance to eligible homeowners in the MID areas to repair damaged homes or rebuild substantially damaged homes in the Southwest area affected by earthquakes and seismic sequences in 2019-2020. In order to achieve the Program goals, the Parties acknowledge and agree that it is necessary to increase the allocated total authorized budget to **THREE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED EIGHTH DOLLARS AND EIGHTH CENTS (\$3,975,508.80)**. The modifications incorporated to the Agreement via this **AMENDMENT A**, principally entail a budget increase to cover the costs of additional staff positions, equipment, and software, among other program delivery activities.

Modifications to the **General Award Information** table in **Section I**, **Section II. ATTACHMENTS**, and **Section XIV. FORCE MAJEURE** of the Agreement are being incorporated via this **AMENDMENT A**. Moreover, **Section XXXI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** is being added to the Agreement. Due to the aforementioned changes, the parties agree to incorporate updated versions of the **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), and **Exhibit D** (Budget). Additionally, a new **Exhibit E-I** (Funds Certification) is being incorporated by reference into the Agreement.

**C. AMENDMENTS**

- a. The Parties wish to amend the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement as follows:

CDBG-DR Grantee Federal Award Identification Number:	B-19-DF-72-0001
CDBG-DR Grantee Federal Award Date:	January 5, 2022
CDBG-DR Grantee Unique Identifier:	Unique Entity ID: FFNMUBT6WCM1

Federal Award project description:	See <b>Exhibit A</b> ("Scope of Work")
Subrecipient Contact Information:	<b>Luis Irizarry Pabón</b> Mayor of the Municipality of Ponce Member of the CONSUR Board P.O. Box 8534 Ponce, PR 00732-8534
Subrecipient Unique Identifier:	Unique Entity ID #: QQPCMSRNCW98
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement, as amended. End Date: <b>Thirty-six (36) months</b> from Start Date
Funds Certification:	<div>Dated: September 26, 2022 Authorized Amount: <b>\$1,821,200.00</b> Funds Allocation: CDBG-DR "eqa01adm-doh-na" CDBG-DR "eqh03hrr-gnc-lmi" CDBG-DR "eqh03hrr-gyl-lmi" CDBG-DR "eqh03hrr-pon-lmi" CDBG-DR "eqh03hrr-yau-lmi" CDBG-DR "eqp02ppi-doh-na"  Account Number: 6090-01-000 See <b>Exhibit E</b> ("Funds Certification")</div> <div>Dated: March 13, 2023 Authorized Amount: <b>\$2,154,308.80</b> Funds Allocation: CDBG-DR "eqa01adm-doh-na" CDBG-DR "eqh03hrr-gnc-lmi" CDBG-DR "eqh03hrr-gyl-lmi" CDBG-DR "eqh03hrr-pon-lmi" CDBG-DR "eqh03hrr-yau-lmi" CDBG-DR "eqp02ppi-doh-na"  Account Number: 6090-01-000 See <b>Exhibit E-I</b> ("Funds Certification")</div>

b. **Section II. ATTACHMENTS** of the Agreement is being amended as follows:

The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

- Exhibit A

Scope of Work
- Exhibit B

Timelines and Performance Goals
- Exhibit C

Key Personnel
- Exhibit D

Budget
- Exhibit E

Funds Certification
- Exhibit E-I

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
- Exhibit I

Insurance Requirements



- c. The Parties agree to amend **Section XIV. FORCE MAJEURE** as follows:

*In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the Contractor or Subrecipient shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.*

*The Contractor or Subrecipient shall notify the PRDOH in writing as soon as possible, but in any event within ten (10) business days of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The Contractor or Subrecipient may be entitled to reasonable adjustments in schedule, among other measures, in the foregoing circumstances. If non-performance continues for more than thirty (30) days, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the Contractor or Subrecipient.*

- d. The Parties agree to add **Section XXXI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** as follows:

*The Subrecipient does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the Subrecipient acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Agreement, until the environmental review process is completed under PRDOH's satisfaction. The Subrecipient acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a **Notice to Proceed** from PRDOH.*

- e. **Exhibit A** (Scope of Work) of the Agreement is being replaced by an updated version of **Exhibit A** (Scope of Work) hereto incorporated by reference into the Agreement. (See **Attachment I**).
- f. **Exhibit B** (Timelines and Performance Goals) of the Agreement is being replaced by an updated version of **Exhibit B** (Timelines and Performance Goals) hereto incorporated by reference into the Agreement. (See **Attachment II**).

- g. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version of **Exhibit C** (Key Personnel) hereto incorporated by reference into the Agreement. (See **Attachment III**).
- h. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version of **Exhibit D** (Budget) hereto incorporated by reference into the Agreement. (See **Attachment IV**).
- i. **Exhibit E-I** (Certification of Funds) is being incorporated by reference into the Agreement to modify the original budget allocation included in the **Exhibit E** (Certification of Funds). (See **Attachment V**).

### 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.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Subrecipient certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. See **Attachment VI** (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion), attached herein and made an integral part of this **AMENDMENT A**.

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 (Mar 23, 2023 11:48 EDT)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

CONSUR  
Subrecipient

Luis M. Irizarry Pabón  
By: Luis M. Irizarry Pabón (Mar 17, 2023 12:46 EDT)  
Luis Irizarry Pabón  
Mayor of the Municipality of Ponce  
CONSUR  
Member of the Board

Ángel L. Torres Ortiz  
By: Ángel L. Torres Ortiz (Mar 23, 2023 09:28 EDT)  
Ángel Luis Torres Ortiz  
Mayor of the Municipality of Yauco  
CONSUR  
Member of the Board

Ismael Rodríguez Ramos  
By: Ismael Rodríguez Ramos (Mar 23, 2023 09:47 EDT)  
Ismael Rodríguez Ramos  
Mayor of the Municipality of Guánica  
CONSUR  
Member of the Board

Jayson I. Martínez Maldonado  
By: Jayson I. Martínez Maldonado (Mar 23, 2023 09:22 EDT)  
Jayson Martínez Maldonado  
Mayor of the Municipality of Lajas  
CONSUR  
Member of the Board

Gregory González Souchet  
By: Gregory González Souchet (Mar 23, 2023 09:38 EDT)  
Gregory González Souchet  
Mayor of the Municipality of Peñuelas  
CONSUR  
Member of the Board

Raúl Rivera Rodríguez  
By: Raúl Rivera Rodríguez (Mar 23, 2023 11:35 EDT)  
Raúl Rivera Rodríguez  
Mayor of the Municipality of Guayanilla  
CONSUR  
Member of the Board





## EXHIBIT A

### SCOPE OF WORK

#### HOUSING SEISMIC REHABILITATION AND RECONSTRUCTION PROGRAM (SR2)

#### CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

##### I. Program Overview/Background

On December 28, 2019, an increase in seismicity started an earthquake sequence with an event of magnitude 4.7 that shook the population of Puerto Rico. On January 7, 2020, a 6.4 magnitude earthquake displaced thousands of Puerto Ricans from their homes and resulted in extensive damage to the Island's built environment including individual homes and critical infrastructure. As a result of the continuous seismic activity on the Island, the Governor of Puerto Rico requested the President of the United States to declare an expedited major disaster. Following these events, on January 7, 2020, the President signed the major disaster declaration DR-4473-PR which initially authorized assistance for emergency protective measures.

Moreover, Public Law 116-20 of June 6, 2019, appropriated \$2,431,000,000 through the Community Development Block Grant - Disaster Recovery (**CDBG-DR**) program. The funds were to be used to address specific infrastructure needs of select 2017 disasters, remaining unmet disaster recovery needs for disasters in 2018 and 2019, and provide any remaining funds to support mitigation activities for 2018 disasters. On January 2021, HUD published the Federal Register Notice Vol. 86 No. 3 (Wednesday, January 6, 2021), 86 FR 569, in which Puerto Rico was allocated a total of \$36,424,000. As per the Federal Register 86 FR 569, the Municipalities of Guánica, Yauco, Guayanilla, and Ponce were the HUD-identified Most Impacted and Distressed (**MID**) areas, and these were required to be given funding priority in the recovery from the disasters caused by the 2019-2020 seismic sequence. Additionally, as of May 11, 2020, HUD identified a total serious unmet need of \$29,748,906 for the housing sector in the MID area.

Understanding the allocation requirements to prioritize housing, as well as the identified MID area's unmet needs, PRDOH developed the Housing Seismic Rehabilitation and Reconstruction Program (**SR2 Program**). According to the Scope of Work (**SOW**) detailed below, the SR2 Program will provide assistance to homeowners to repair damaged homes or rebuild substantially damaged

homes in place. The reconstruction of substantially damaged homes will allow otherwise displaced families to return safely to their homes.

## II. National Objective

All CDBG-DR-funded activities must meet at least one (1) of the three (3) HUD national objectives defined in the authorizing statute of the CDBG Program at 104(b)(3) of the Housing and Community Development Act of 1974 (HCDA), as amended, 42 U.S.C. § 5305:

- Benefit to low- and moderate-income persons (LMI)
  - LMI Job Creation/Retention - 24 C.F.R. § 570.483 (b)(4);
  - LMI Area Benefit - 24 C.F.R. § 570.483(b)(1);
  - LMI Limited Clientele (microenterprises) - 24 C.F.R. § 570.483(b)(2);
- Urgent Need (UN) - 24 C.F.R. § 570.483(d)
- Prevention or Elimination of Slums or Blight (SB)

It is anticipated that projects or activities funded through the SR2 Program will meet the **LMI national objective**.

## III. Program Description

The SR2 Program will assist eligible homeowners to repair damaged homes or rebuild substantially damaged homes in place. Homes become eligible for reconstruction when the property estimated cost of repair exceeds \$60,000 as confirmed through a program inspection, the property is determined to be substantially damaged by an authority having jurisdiction, or a feasibility inspection determines that reconstruction is required. Homes meeting this damage threshold will be reconstructed to include resilient measures in structural materials. In sum, eligible homeowners may be awarded up to \$60,000.00 for home rehabilitation. The maximum award for reconstruction is \$185,000.00. While a maximum award of \$265,500.00 will be available for reconstruction and elevation costs for homeowners that applied for the elevation of their homes and such elevations are determined to be feasible.

However, as stated before, homes that may not be rebuilt in place due to legal, engineering, or environmental constraints (permitting, extraordinary site conditions, etc.) will not be reconstructed.

The total allocation for the SR2 Program will be up to thirty-four million four hundred twenty thousand six hundred eighty dollars (**\$34,420,680.00**).<sup>1</sup> The

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<sup>1</sup> HUD has allocated \$36,424,000 CDBG-DR grant to Puerto Rico to assist in the recovery of the earthquakes that impacted the southern part of the Island in 2019 and its aftershocks in early 2020 (DR-4473-PR). From this allocation, \$34,420,680.00 has being allocated to the SR2 Program; \$1,821,200.00 will cover Administrative activities; and the remaining \$182,120.00 will be used for Program Planning activities. Furthermore, no less than \$29,139,200 must be expended for unmet needs recovery in the MID areas.



aforementioned budget is distributed in four (4) set-asides, one for each of the Municipalities in the MID Area:

- Ponce: \$3,807,829.70
- Guayanilla: \$4,173,824.65
- Yauco: \$10,748,174.47
- Guánica: \$15,690,851.18

### Key Activities

To implement the program objectives, key activities to be carried out by **CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)**, hereinafter, "**SUBRECIPIENT**", include but are not limited to:

- Application intake and eligibility reviews.
- Damage Assessments
- Duplication of Benefits calculations.
- Assistance to applicants throughout the application process.
- CDBG-DR compliance, recordkeeping, reporting, and monitoring.
- Construction work and construction inspection services utilizing internal staff and/or contracted professional services.

### IV. Tasks

The SUBRECIPIENT will serve as the overall SR2 Program Manager under this Subrecipient Agreement ("**SRA**" or "**Agreement**") with PRDOH. In this role, the SUBRECIPIENT will manage all major aspects of the Program. In addition to the tasks included herein, the SUBRECIPIENT shall perform any other task necessary for the proper performance of the services under the SRA that is in accordance with the tasks already assigned.

Task Number	Task
1.1	Office Configuration and Logistics
1.2	Project/Agreement Management
1.3	Document Control and Management
1.4	Program Design and Outreach
1.5	Accounting and Reporting
1.6	Application Intake and Eligibility Review
1.7	Environmental Review
1.8	Project Design and Development Tasks
1.9	Program Closeout
1.10	Program-Based Reconsideration Requests

1.1 Office Configuration and Logistics

- 1.1.1 Set up offices and secure necessary equipment for these offices to function. Office spaces must be suitable for the services to be provided, and provide required visitor amenities such as on-site parking, restrooms, and comply with ADA accessibility requirements.
- 1.1.2 Secure or provide workspace items and materials such as furnishings and equipment for the offices (including such items as computers, printers, office materials, etc.).
- 1.1.3 Secure equipment and technologies required to support remote or virtual program operations (including items such as laptop computers and MiFi devices).

1.2 Project/Agreement Management

- 1.2.1 Work closely with PRDOH to ensure timely delivery of Program activities, in accordance with the agreed-upon Program Schedule.
- 1.2.2 Ensure adequate staffing levels to support Program activities funded in whole or in part by CDBG-DR, including human resources management.
- 1.2.3 Utilizing internal staff and/or contracted professional services, provide a dedicated **Program Management team**, to efficiently and effectively carry out Program activities.
- 1.2.4 Manage stakeholder and related communications.
- 1.2.5 Manage outreach activities including but not limited to those included in the Program Guidelines, and draft related materials as determined by PRDOH (i.e. talking points, presentations, press releases, etc.).
- 1.2.6 Regularly communicate potential risks, issues, and statuses with PRDOH, in the manner they arise.
- 1.2.7 Implement the Program in a compliant manner, per the CDBG-DR regulations, policies, procedures, and all applicable state, local, and federal regulations.
- 1.2.8 Monitor and control team performance (including all staff and vendors under the SUBRECIPIENT's direct and indirect supervision) in accordance with established performance goals, regulatory compliance, and quality standards and recommend corrective action and/or performance plan for underperforming team members, subcontractors,

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vendors, or other staff.

- 1.2.9 Lead and review all program monitoring activities to prepare and present reports, data, documents, or other information as required by PRDOH, HUD, the US Office of Inspector General (OIG), or other oversight entities.
- 1.2.10 Act as a point of contact between PRDOH or its representative, applicant-entities, and elected officials for all Program issues. Lead, coordinate, and facilitate all necessary high-profile, program-wide public presentations and meetings, applicant-entity meetings, and government or non-government stakeholders' meetings.
- 1.2.11 Create, maintain, and control project plan which includes clear critical path, task dependencies, identified slack resource allocation (including human and other resources), and activity status.
- 1.2.12 Deliver staff listed in Exhibit C (**Key Personnel**) promptly to support program demands, which may increase, decrease, or change throughout the program life cycle. Ensure sufficient staff is available at all times to support program operations in a timely and efficient manner.
- 1.2.13 Establish, communicate, and enforce standard, efficient, and streamlined processes and strategies to support delivery of program goals, risk management, quality assurance, stakeholder management, and change management; engage in total quality management practices to regularly evaluate the effectiveness of established processes and implement change when needed. Processes may be subject to PRDOH review and approval.
- 1.2.14 The SUBRECIPIENT may carry out its obligations under the Agreement, via self-performed services, or via contracted professional services, either procured by the SUBRECIPIENT or by the PRDOH. The SUBRECIPIENT shall describe the tasks, goals, or activities expected to be carried out by the contractors on its behalf. In the event of underperformance or noncompliance attributed to the contractors, the SUBRECIPIENT shall resume the performance of its tasks, goals, activities, and obligations. If underperformance or noncompliance is attributed to PRDOH's procured professional services, the SUBRECIPIENT shall notify the PRDOH of such event. Corrective action or even termination of the contracted professional services

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may proceed. Procurement of professional service contractors and performance goals required from these contractors must be submitted to PRDOH and must be compliant with the rest of this Agreement.

- 1.2.15 The PRDOH and the SUBRECIPIENT will share responsibility for the management of the resources and contracted professional services procured by the PRDOH to assist the SUBRECIPIENT with the execution of any of the tasks, goals, or activities related to the Program.
- 1.2.16 Ingrain transparent, regular reporting to ensure stakeholders of all levels and importance remain informed and empowered to make decisions and report on issues such as, but not limited to risk, program progress, milestones achieved, performance issues, program successes, compliance concerns, and program demographics.
- 1.2.17 Maintain a complete understanding of all applicable Program policies, requirements, procedures, and guidelines; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG-DR and similar programs/projects. Ensure all program participants, including applicant-entities, vendors, and stakeholders are aware of all policy changes.
- 1.2.18 Manage day-to-day operations, improve processes for quality and efficiency, and recommend policy changes.
- 1.2.19 Implement the Program in a compliant manner, per the Program policies and procedures and all applicable state and federal regulations. Follow monitoring policies and procedures as directed by PRDOH.
- 1.2.20 Comply with PRDOH directives that may arise during the Program implementation phase in order to meet Program progress goals and objectives.
- 1.2.21 Regularly communicate potential risks, issues, and statuses about the Program with the PRDOH.
- 1.2.22 Collaborate with the PRDOH by complying with information requests that aid to ensure that the media and the general public remain informed through media messages, community outreach, public relations, and public education efforts.
- 1.2.23 Coordinate with the PRDOH Information Technology (IT) services when technical system needs arise.

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- 1.2.24 Notify Applicants once their award application is complete and inform Applicants if the award has been approved or denied and the amount and terms of the award, if approved.
- 1.2.25 Ensure consistent and timely treatment of all Applicants and Applications and take all precautions necessary to avoid delays in the processing of Applications.

### 1.3 Document Control and Management

- 1.3.1 In accordance with HUD regulations, follow the records retention requirements as cited in 24 C.F.R. § 84.53, which includes: financial records, supporting documents, statistical records and all other pertinent records. Following PRDOHs' CDBG-DR Recordkeeping Management & Accessibility Policy; records must be maintained for five (5) years. All the Applicants' records and information will be kept in a recordkeeping system.
- 1.3.2 Coordinate with PRDOH a clearly defined process for acquiring, organizing, storing, retrieving, and reporting on financial records and project and activity records.
- 1.3.3 Store, archive, and retrieve electronic images of all paper documents, applicant-related emails, correspondence, training material, policies and procedures, and other documents or materials as may be required. All the Applicants' records and information will be kept in a recordkeeping system.
- 1.3.4 Ensure all project information and documentation is available at all times in the system of record.
- 1.3.5 Any systems, tools, or technology provided must meet Personal Identifiable Information (PII) requirements as outlined in the Privacy Act of 1974, 5 U.S.C. § 552(a) (Privacy Act), 24 C.F.R. Part 5, and PRDOHs' policy for protection of PII.
- 1.3.6 Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG- DR grants. At a minimum, the following records are required:
  - 1.3.6.1 Records providing full description of each activity;
  - 1.3.6.2 Records verifying that activity meets national and grant objective;

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- 1.3.6.3 Records related to demonstrating eligibility of activities;
- 1.3.6.4 Records required to document activity related to real property;
- 1.3.6.5 Records documenting compliance with Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing and Urban Development Act of 1968, fair housing and equal opportunity requirement, as applicable;
- 1.3.6.6 Financial records and reports required by the Program; and
- 1.3.6.7 Records supporting any specific requirements of the Program or the CDBG-DR allocations.

- 1.3.7 Any other task necessary for the proper document control management.

#### 1.4 Program Design and Outreach

- 1.4.1 Develop and promote outreach activities in order to increase applicant engagement.
- 1.4.2 Prepare and maintain the overall **project plan** for the Program.
- 1.4.3 Develop and implement Program policies and templates, in collaboration with the PRDOH, required for the implementation and administration of the Program (i.e. Program Guidelines, Standard Operating Procedures (SOP), Forms, Contracts, Correspondence, Applications, etc.), as applicable.
- 1.4.4 Conduct procurement and/or provide assistance to PRDOH to perform procurements, as needed. Every process of procurement of goods and services shall comply with federal procurement rules and regulations found in 2 C.F.R. § 200.318 through § 200.327.
- 1.4.5 Provide PRDOH with required documentation and information as specified in Federal Register Vol. 83, No. 28 (83 FR 5844) for posting on the PRDOH Disaster Recovery Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)). Provision of non-essential information (when requested) such as bulletins, newsletters, or marketing materials for publication on PRDOH Disaster Recovery Website.



## 1.5 Accounting and Reporting

- 1.5.1 The SUBRECIPIENT shall adhere to PRDOH's financial management policies and procedures as outlined in its manual, the Program Guidelines, or policies and procedures for this Program, including but not limited to:
- 1.5.1.1 Establish a separate bank account to receive payments from PRDOH of HUD CDBG-DR funds that provide the funding for disbursement and subsequently disburse payments.
- 1.5.2 Account and reporting of uses of CDBG-DR funds, including but not limited to information on National Objectives met, beneficiary demographics, and project completion status.
- 1.5.3 All the Applicants' records and information will be kept in a recordkeeping system.
- 1.5.4 Submit regular Monthly Progress Reports and *ad-hoc* reports, as necessary, to PRDOH, in the form and with the content specified and required by PRDOH, in the frequency or form determined by PRDOH at the moment of request, given that enough time is provided to comply with the request.
- 1.5.5 The data requested to provide reports related to applications received for the SR2 Program will be in the recordkeeping system. The SUBRECIPIENT is responsible for informing PRDOH of programming needs that prevent such reports from being provided in a requested time.
- 1.5.6 Follow monitoring policies and procedures as directed by PRDOH.
- 1.5.7 Provide status reports on a regular basis to keep PRDOH informed of progress.
- 1.5.8 As requested, meet with PRDOH to discuss the status of the program, applicant concerns, and any other issues that may have arisen during the administration of the assigned Program.
- 1.5.9 Provide PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
- 1.5.10 Report on information that includes project activity deemed critical by PRDOH.
- 1.5.11 Compile and review information necessary to prepare

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reports required under HUD regulations.

- 1.5.12 Account for and reconcile: (a) all federal funds requested and drawn from HUD and awarded to award recipients; (b) all funds returned by Applicants; and (c) all funds deposited by Applicants to reduce duplicative benefits potential award gap, and any other funds as applicable.
- 1.5.13 Reconcile with PRDOH, on an established periodic basis, a complete inventory of all items furnished by PRDOH or funded by the CDBG-DR grant, including items such as equipment, furniture, computers, phones, laptops, network printers, network equipment, etc., if applicable.
- 1.5.14 Review and submit recommendations for approval of CDBG-DR funding requests if needed.
- 1.5.15 Review requests for payment from Contractors for CDBG-DR awards. This will include review of all reimbursement of eligible costs as well as cost feasibility.

#### 1.6 Application Intake and Eligibility Review

- 1.6.1 Develop procedures and methods to allow the public to become aware of SR2 Program benefits, application process, required documentation, and eligibility criteria.
- 1.6.2 Utilizing internal staff and/or contracted professional services (for example, Program Managers), SUBRECIPIENT shall perform the application intake process and the eligibility process.
- 1.6.3 To complete the application intake process and the eligibility review, and utilize internal staff and/or contracted professional services, the SUBRECIPIENT shall perform:<sup>2</sup>
- Duplication of Benefits analysis (DOB), in accordance with Stafford Act (42 U.S.C. §5155), including but not limited to acquiring documentation, reviewing benefits, and determining unmet needs;
  - Proof of Damage evaluation
  - Damage assessments
  - Work in Place Estimates (WIP) and Applicant Initiated Reconstruction (AIR) analysis (when applicable,

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<sup>2</sup> The damage assessments, appraisals, and the environmental reviews are expected to undergo **QA/QC reviews** by identified SUBRECIPIENT's internal personnel or a contracted professional service provider. A **QUALITY ASSURANCE (QA)** review implies a planned and systematic production process that provides confidence that the policy and procedures of the Program are being executed as planned. A **QUALITY CONTROL REVIEW (QC)** implies testing to ensure that the policy and procedures of the Program are being executed as planned.

according to the Program Guidelines)

- Household composition and income verification
- Property type evaluation and Ownership certification analysis
- Flood insurance coverage evaluation (when applicable, according to the Program Guidelines)
- Appraisals
- Environmental reviews
- Preliminary Eligibility Determinations

1.6.4 Ensure that Applicants meet all eligibility criteria and do not fall within any of the ineligibility categories. All analyses made must be properly documented.

1.6.5 Ensure that all supporting documentation and information is included in the application file. Notify Applicants if their application is missing documentation.

1.6.6 Perform validation and determine pass or fail on each eligibility checklist item.

1.6.7 When applicable, SUBRECIPIENT shall notify applicants a preliminary eligibility determination, with an explanation of funding sources, restrictions, and a description of required next steps.

1.6.8 When applicable, SUBRECIPIENT shall notify an ineligibility determination according to the criteria established in the SR2 Program Guidelines.

1.6.9 Properly document and submit comments for all determinations, decisions, and/or clarifications undertaken. Ensure every application file is supported with enough comments and notes that all third parties reviewing files can understand the reason why checklist items were passed or failed and can follow the entire process from intake to final determination and closeout.

1.6.10 Ensure that all stated uses of funds are eligible.

## 1.7 Environmental Review

Utilizing internal staff and/or contracted professional services, SUBRECIPIENT shall perform all necessary Environmental Services including the following examples of roles and responsibilities:

- a) Maintain awareness, knowledge, and applicability of most recent federal and local environmental laws, regulations, and policies that may apply to PRDOH's CDBG-DR projects.
- b) Support environmental evaluations to determine the eligibility of projects for SR2 Program under CDBG-DR.

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- c) Lead the coordination and preparation of environmental-related studies, analysis of impacts, and recommendations for projects under CDBG-DR programs.
- d) Participate in the identification of current best practices and cost-effective solutions required to be considered in construction documentation.
- e) Lead the coordination and preparation of all required documentation to comply with the National Environmental Policy Act (NEPA), 24 C.F.R. part 58, as well as all applicable environmental related laws and regulations in Puerto Rico.
- f) Prepare, complete and submit to PRDOH, for review and approval, all documents for Environmental Review of project(s).
- g) Lead the coordination and preparation of all documentation required to accomplish environmental reviews, for example: project description, maps, photographs, studies, consultation, and other correspondence, public notices, programmatic agreements, etc.
- h) Provide all necessary support to the PRDOH to develop and process activities regarding requests for release of funds for CDBG-DR programs.
- i) Lead the coordination of monitoring activities for environmental compliance during the construction of projects.
- j) Conduct the environmental reviews for this Program concurrently with the damage assessment when feasible.
- k) Complete the environmental reviews prior to determining Program assistance to be offered to an eligible applicant.
- l) Conduct the Environmental Review following the "tiered" approach specified in the SR2 Program Guidelines.

## 1.8 Project Design and Development Tasks

- 1.8.1 The SUBRECIPIENT will prepare and submit all necessary documentation related to proposed projects for development under this Program. Proposed projects documentation shall demonstrate compliance with all eligibility requirements established in the SR2 Program Guidelines and must be submitted as instructed by PRDOH. Submitted documentation must comply with the CDBG-DR funds requirement which can only be used on costs that are defined within the Program Guidelines and the scope of the CDBG-DR Earthquake Allocation Action Plan. In this role, the SUBRECIPIENT will manage all major aspects of the Program. The SUBRECIPIENT must work closely and regularly with the PRDOH to identify and

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accomplish the tasks at hand. The SUBRECIPIENT may be required to coordinate with other firm(s), contracted by the PRDOH, which will be providing services for other CDBG-DR Programs.

- 1.8.2 The SUBRECIPIENT shall submit to PRDOH a revised Organizational Structure Chart presenting each position, necessary to perform all tasks of this Agreement. The Organizational Structure Chart shall identify which positions will be provided by SUBRECIPIENT's employees and which positions will be provided through subcontracted professional services. The Organizational Chart must be submitted within **ten (10) business days** after the signing of the Agreement. For each professional service to be contracted, the SUBRECIPIENT shall submit to the PRDOH a plan for procurement of services including the following information: service description, schedule of request announcement, and estimated cost of service. The SUBRECIPIENT shall submit to the PRDOH the request for authorization of key personnel that will perform services for the positions established in **Exhibit C (Key Personnel)** of this Agreement. The PRDOH will provide necessary forms to SUBRECIPIENT for authorization requests of employees. The PRDOH will not reimburse the SUBRECIPIENT for work performed by employees without an authorization before performing work. Any and all information concerning this matter will be documented in the recordkeeping system.
- 1.8.3 Conduct the rehabilitation and reconstruction work for the SR2 Program using a **design-build methodology** as the project delivery system. This will require the procurement of design and construction services from a "**Construction Manager**".
- 1.8.4 Utilizing internal staff and/or contracted professional services, the SUBRECIPIENT shall perform all required Construction Services. To acquire professional services, the SUBRECIPIENT shall comply with applicable procurement processes. The SUBRECIPIENT will submit the procurement package for Design-Build Services to PRDOH for record-keeping purposes.
- 1.8.5 The SUBRECIPIENT will develop and maintain a pool of qualified Construction Managers through RFP processes for implementing the demolition, rehabilitation, and reconstruction activities. The SUBRECIPIENT shall manage a qualified pool of Construction Managers by monitoring financial capacity (based on bonding and financial limitations) and technical capacity.
- 1.8.6 Utilizing internal staff and/or contracted professional

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services, the SUBRECIPIENT will actively manage and monitor the activities of the Construction Managers and will regularly review their responsiveness and performance.

- 1.8.7 By means of internal staff and/or contracted professional services, the SUBRECIPIENT shall prepare all necessary construction documents for project development and implementation for the project approved by the PRDOH. This Task includes preparation of all required construction documentation including, but not limited to, the following examples: construction drawings and technical specifications, property acquisition drawings and documentation, technical studies, and analyses required permits and endorsements, cost estimates, construction schedule (CPM), and all necessary construction bid documentation. During the preparation of the above-mentioned documents, the SUBRECIPIENT may choose to incorporate resilient materials, concrete, as well as resilient characteristics, seismic restraints for equipment and if applicable windstorm resistance for exterior windows following up to date building codes.

- 1.8.8 During the performance of this Task, the SUBRECIPIENT shall conduct and complete the required deliveries for PRDOH. The submissions of construction documentation will be delivered in compliance with established benchmarks. They will be subject to revision and must demonstrate the progress of work in compliance with the roles and responsibilities specified in the procurement process. Delivery timelines and deadlines shall be coordinated with the PRDOH before commencing the design development of project.

- 1.8.9 Utilizing internal staff and/or contracted professional services, SUBRECIPIENT shall perform Milestone Inspections throughout the demolition, abatement, rehabilitation and reconstruction processes. Milestone inspections serve the purpose of: (1) evaluating the Construction Managers' progress; (2) confirming that local building codes and Program standards have been satisfactorily met; and (3) confirming that all requirements of the contracts and Work Orders have been met to all parties' satisfaction. SUBRECIPIENT will monitor the performance of the Construction Manager (and/or contractor) by using the Timelines and Performance Goals as stated in **Exhibit B**.

## 1.9 Program Closeout

- 1.9.1 Ensure that all program funding has been expended as

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stipulated in the terms of the grant agreement and suppliers have completed all tasks required by the award to the applicant.

- 1.9.2 Ensure that all payments for tasks performed as related to the applicants and their awards have been performed.
- 1.9.3 Ensure that all applicable PRDOH quality control reviews have been completed.
- 1.9.4 Ensure that all supporting documentation, information, and log of applicant communications is included in the application file.
- 1.9.5 Ensure that the applicant was able to obtain flood insurance, if applicable, after program funded activities are completed.
- 1.9.6 Ensure compliance with 2 C.F.R. 200 Subpart F, 24 C.F.R. § 570.509, CPD Closeout Notices, and PRDOH CDBG-DR Closeout Process, as may be applicable to the application.

#### 1.10 Program-Based Reconsideration Requests

- 1.10.1 Conduct Applicant issue resolution responding to applicant formal complaints and adjudicate program-based reconsideration requests, including complying with any Applicant Resolution procedure established by PRDOH.
- 1.10.2 Submit to PRDOH complaints received and identified resolution or mitigating action.
- 1.10.3 Submit and comply with information requested by PRDOH related to complaints or administrative reviews.

### 5. Time Performance

All Program activities, including closeout, must be concluded as per the term stated in the SRA.

### 6. Budget

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

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## EXHIBIT B

### TIMELINES AND PERFORMANCE GOALS

#### HOUSING SEISMIC REHABILITATION AND RECONSTRUCTION PROGRAM (SR2)

#### CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

##### 1. PROGRAM OBJECTIVE:

The Housing Seismic Rehabilitation and Reconstruction Program (**SR2 Program**) focuses on the disbursement of economic assistance to eligible homeowners to repair damaged homes or rebuild substantially damaged homes in place. Eligible homeowners may be awarded up to \$60,000.00 for home rehabilitation. Moreover, homes become eligible for reconstruction when the property estimated cost of repair exceeds \$60,000.00 as confirmed through a program inspection, the property is determined to be substantially damaged by an authority having jurisdiction, or a feasibility inspection determines that reconstruction is required. The maximum award for reconstruction is \$185,000.00. However, a maximum award of \$265,500.00 will be available for reconstruction and elevation costs for homeowners that applied for the elevation of their homes and such elevations are determined to be feasible.

Timelines and Performance Goals for the SR2 Program are outlined below, and the **CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)** required Program Management services tasks outlined in **Exhibit A** (Scope of Work).

The tasks and timelines and performance goals contained herein with a description of start and end period shall be completed in accordance with identified performance and timing of goals described for each application, which requires completion of the task.

Applicant cooperation is needed for several application-specific tasks. If the task cannot be completed due to non-responsiveness, non-cooperation, withdrawal, or other Applicant-initiated or Applicant-created barriers, the barrier shall be adequately documented in the recordkeeping system to demonstrate why completion of the task was not possible or not possible within established timeframes.

In accordance with Program Guidelines and this Agreement, PRDOH will perform monitoring and oversight functions of CONSUR's performance in carrying out the tasks contained in this **Exhibit B**, as necessary.

## 2. TERMS:

- **Key Objective** – The major objectives the Program wants to achieve
- **Key Activity** – The activities necessary to carry out the Objective.
- **Indicator** – The quantitative method used to demonstrate that the Key Activities have been performed.
- **Source of Verification** – The documentation used to verify that the Indicators have been met, and thus the activities are complete.
- **Target** – The goal for each of the Indicators.
- **Timeline**- The expected completion date or timeframe. The Subrecipient shall perform these tasks in the order, matter and form established by PRDOH as authorized by PRDOH.

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### 3. TIMELINES & PERFORMANCE GOALS

KEY Objective #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
To provide grants to Eligible Applicants through the performance period of the Agreement.	1.1 Office Configuration and Logistics	RFP, Needs assessment, procurement process, inspection of rental spaces	Number of rental spaces visited, Rental contract, purchase receipts, passed inspection certification	<ul style="list-style-type: none"> <li>A fully prepared staff to implement the program efficient and effectively.</li> </ul>	Thirty (30) days
	1.2 Project/Agreement Management	Needs assessment, RFP, staffing plan, job offer publication, implementation plan, compliance plan, number of community visits, number of community meetings,	Contracts, meeting minutes, assistance sheet, monthly reports, Organizational Chart, training certifications	<ul style="list-style-type: none"> <li>A highly qualified staff to meet the program's needs.</li> <li>100% compliance.</li> <li>Efficient communication between parties.</li> <li>One (1) PRDOH approved Compliance Plan</li> <li>One (1) PRDOH approved Implementation Plan</li> </ul>	Sixty (60) days
	1.3 Document Control and Management	Finance software, compliance plan, record keeping strategy	Software specifications and compatibility, monthly reports	<ul style="list-style-type: none"> <li>Efficient and effective record keeping.</li> <li>Efficient and effective data sharing.</li> </ul>	Start in Quarter 2, 2023 ongoing until program closeout.
	1.4 Program Design and Outreach	Outreach plan, number of community visits, number of community meetings, implementation plan, RFP for the contractor	Meeting minutes, assistance sheet, data gathered, contracts, monthly reports	<ul style="list-style-type: none"> <li>One (1) PRDOH approved Outreach Plan.</li> <li>100% of community meetings and visits as established in the Outreach Plan.</li> </ul>	Start and finish: Quarter 2, 2023  Start: Quarter 2, 2023 End: Quarter 3, 2023

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	1.5 Accounting and Reporting	Invoice software, bank account, system of records, compliance plan	Account information, software specifics and compatibility, monthly reports and invoices	<ul style="list-style-type: none"> <li>• Ensure an efficient financial and reporting system.</li> </ul>	Starts in Quarter 2, 2023 until program closeout.
	1.6 Application Intake and Eligibility Review	Outreach plan and strategies, number of community visits, number of community meetings, number of applications received, Applicant form, percentage of support provided to applicants.	Meeting minutes, assistance sheets, data gathered, applications list, applications approved, completed applicant forms	<ul style="list-style-type: none"> <li>• 100% of community meetings and visits as established in the Outreach Plan.</li> <li>• List of applications.</li> <li>• Report of support provided to applicants.</li> </ul>	Start: Quarter 3, 2023 End: Quarter 4, 2023
	1.7 Environmental Review	Number of sites visited, amount and types of analysis performed, number of inspections, compliance plan	Inspection certifications signed by licensed architect or engineer, analysis results signed by a certified professional, list of sites visited.	<ul style="list-style-type: none"> <li>• A safe and functioning project.</li> <li>• Perform analysis and inspections in accordance with the amount of approved applications.</li> <li>• List of sites visited.</li> <li>• Evidence of the types of analysis performed.</li> </ul>	Start: Quarter 3, 2023 End: Quarter 4, 2025
	1.8 Project Design and Development Tasks	Number of cases, construction plans, construction and post-construction inspections, applicant profile, design adjustment in accordance with	Site analysis and environmental review results, inspection reports, list of cases, construction plans, monthly	<ul style="list-style-type: none"> <li>• Complete and compliant construction plans.</li> <li>• Report of the profile of the applicants.</li> <li>• Compliance with local laws and codes.</li> </ul>	Start: Quarter 4, 2023 End: Quarter 4, 2025

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		applicant's needs, compliance with local codes and laws.	reports.		
	1.9 Program Closeout	Percent (%) of awards monitored; and number of annual report expenditures documented	Monthly reports, number of applications processed, number of grant agreements signed, number of funds disbursed.	<ul style="list-style-type: none"> <li>• Begin closeout task after all funds have been expended, expenditures have been documented as compliant and a HUD national objective has been recorded.</li> <li>• Complete application closeouts in compliance with PRDOH requirements.</li> <li>• Perform final quality control review and collection of any outstanding documents and/or information required to ensure application file is complete prior to marking the case as closed.</li> </ul> <p>The application closeout process ends when the application file is marked closed, and the Applicant is notified in writing that their application has been closed.</p>	Throughout the life and until the end of the Agreement.

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Amendment A to the Subrecipient Agreement  
Between PRDOH and CONSUR  
For the Housing Seismic Rehabilitation and Reconstruction Program under CDBG-DR  
Exhibit B-Timelines and Performance Goals  
Page 6 / 7

	1.10 Program-Based Reconsideration Requests	Percent (%) of program-based reconsideration requests processed, responded, and duly notified to applicants	Monthly reports, recordkeeping system, formal communications	100% reconsiderations responded.	<p>Throughout the life of the Agreement.</p> <p>CONSUR shall:</p> <ul style="list-style-type: none"> <li>• Compile all information required by PRDOH in order to resolve the complaint;</li> <li>• Inform PRDOH of complaints received and identified resolution or mitigating action within <b>five (5) business days</b> of receipt of complaint;</li> <li>• Submit information requested by PRDOH related to complaints or administrative review requests within <b>five (5) business days</b> of request.</li> </ul>
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					The task is considered complete when all information has been submitted to PRDOH to resolve the complaint.
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## EXHIBIT C

### KEY PERSONNEL

#### HOUSING SEISMIC REHABILITATION AND RECONSTRUCTION PROGRAM SR2

#### CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

To be used with Procurement Options 1 and 2:

Below is the Staffing Plan for the CDBG-DR **Housing Seismic Rehabilitation and Reconstruction (SR2)** Program which reflects a combination existing employees or new hired employees dedicated for the CDBG-DR SR2 Program.

Note that the CONSUR is not required to hire or assign all the staffing positions listed in this document. The CONSUR must review and analyze its budget and staffing needs in order to decide what personnel will be required to fulfill the requirements of the SR2 Program.

##### I. Roles

<u>Municipal Administrative Staff:</u>	<u>Indicate with an "X" which Staff positions will be used for the MRP Program</u>
Executive Director	X
Deputy Executive Director	X
Procurement and Compliance Officer (2)	X
Administrative and Financial Officer	X
Outreach and Communications Coordinator (6)	X
Program Specialist (3)	X

##### II. Roles Description:

Role	Description
Executive Director	Must ensure that the CONSUR is in full compliance with all HUD and PRDOH requirements, including administrative, financial, programmatic and technical. Responsible for implementing oversight mechanisms and developing all

Role	Description
	necessary policies, procedures, and tools to track progress and monitor performance of all components of the SR2 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, Project Managers, contractors and professional services contracted by CONSUR. Must ensure transparency to the public regarding planned and actual use of funds.
<b>Deputy Executive Director</b>	<p>Oversight and development:</p> <ol style="list-style-type: none"> <li>1. Project Managers, contractors</li> <li>2. Provide guidance on tracking and categorizing costs.</li> <li>3. Ensure annual audits are conducted and submitted.</li> <li>4. Distribute periodic status reports.</li> <li>5. Develop forms and procedures for PRDOH and QPR reporting.</li> <li>6. Develop closeout CDBG-DR Earthquake process for program.</li> <li>7. Ensure compliance with applicable labor laws, Section 3, and conflict of interest disclosures.</li> <li>8. Develop a public engagement approach.</li> <li>9. Develop and maintain content for public facing website including summarizing recovery program status.</li> <li>10. Facilitate citizen outreach and engagement.</li> <li>11. Create system for maintaining all documents and information related to program.</li> <li>12. Develop detailed written flowcharts, processes, and application forms for implementing program.</li> <li>13. Manage and implement program activities according to agreed-upon procedures.</li> <li>14. Submit information for Quarterly Progress Reports.</li> </ol>
<b>Procurement and Compliance Officer</b>	Responsible for the efficient management and coordination of all procurement-related services related to the SR2 Program. Must ensure compliance with Puerto Rico, PRDOH and HUD requirements related to procurement package development and solicitation as well as contracting procedures. Will work closely with PRDOH.
<b>Administrative and Financial Officer</b>	Responsible for the efficient management and coordination of financial services for the SR2 program, including adherence to uniform financial standards found in 2 CFR § 200, program expense control and analysis, and budget

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Role	Description
	preparation and analysis. Must ensure that the CONSUR is in full compliance with all HUD and PRDOH requirements related to financial responsibilities, timeliness of expenditures, and grant financial reporting requirements. Perform necessary tasks related to the efficient management and coordination of financial services for the SR2 program and ensuring that the CONSUR is in full compliance with all HUD and PRDOH requirements related to financial responsibilities, timeliness of expenditures and grant financial reporting requirements.
 LIP	<b>Outreach and Communications Coordinator</b> Responsible for coordination and communication between the CONSUR, its citizens and the PRDOH. Must ensure compliance with Puerto Rico, PRDOH and HUD requirements related to communications protocols and standards.
 JMM	<b>Program Specialist</b> Responsible for performing various subject matters programs within CONSUR and assist Executives and Officers in their functions and routine administrative tasks.
 Alto	Part of their responsibilities include implementing program policies, researching and coordination of resources, communications between stakeholders and compliance with management and reporting.
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## EXHIBIT D – SECTION 1

### BUDGET

### HOUSING SEISMIC REHABILITATION AND RECONSTRUCTION PROGRAM (SR2)

### CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

#### Description of services

The Puerto Rico Department of Housing (PRDOH) has allocated funding for staff time and equipment or software to support program delivery activities, management, and leadership to CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (**CONSUR**), to work with the Municipalities of Guánica, Guayanilla, Lajas, Peñuelas, Ponce, and Yauco and assist affected homeowners.

CONSUR, through PRDOH, will procure a construction management firm to undertake construction and design activities. These firms, at the behest of CONSUR's leadership, will develop participatory recovery repair and reconstruction activities with residents of each Municipality.

Key deliverables and tasks include:

1. Analysis of Existing Conditions
2. Construction and Building Inspection
3. Design oversight
4. Data Analysis
5. Public Engagement
6. Plan Development
7. Implementation Plan Development
8. Overall, Grant Management functions
9. Finance, Invoicing and Contract Management functions
10. Procurement functions
11. 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 SR2 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

Rehabilitation, reconstruction 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 perform rehabilitation and reconstruction efforts.
2. Activities necessary for the monitoring, evaluation, and oversight of vendor activities and deliverables.

#### 1. Total Allocation and Authorized Budget

PRDOH designated to the Subrecipient a total allocation amount of **\$4,651,844.00** for the SR2 Program.

#### 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]
<b>Administrative Staff</b>					
Executive Director	112	\$85	31	\$9,520.00	\$295,120.00
Deputy Executive Director	112	\$67	31	\$7,504.00	\$232,624.00
Procurement and Compliance Officer I	112	\$40	31	\$4,480.00	\$138,880.00
Procurement and Contracts Officer II	112	\$40	31	\$4,480.00	\$138,880.00
Administrative and Financial Officer	112	\$40	31	\$4,480.00	\$138,880.00
Program Specialist I	140	\$22	31	\$3,080.00	\$95,480.00
Program Specialist II	140	\$22	31	\$3,080.00	\$95,480.00
Program Specialist III	140	\$22	31	3,080.00	\$95,480.00
Outreach and Communications Coordinator I	140	\$15.00	31	\$2,100.00	\$65,100.00
Outreach and Communications Coordinator II	140	\$15.00	31	\$2,100.00	\$65,100.00
Outreach and Communications Coordinator III	140	\$15.00	31	\$2,100.00	\$65,100.00
Outreach and Communications Coordinator IV	140	\$15.00	31	\$2,100.00	\$65,100.00
Outreach and Communications Coordinator V	140	\$15.00	31	\$2,100.00	\$65,100.00
Outreach and Communications Coordinator VI	140	\$15.00	31	\$2,100.00	\$65,100.00

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<b>Fringe Benefits</b>	
General benefits based on 14 employees (20% estimate for 31 months)	\$324,284.80
Christmas bonus based on a \$1,000 estimate (3 years)	\$42,000.00
Medical insurance based on a \$200.00 estimate	\$86,800.00
<b>Total Maximum resources Cost:</b>	<b>\$2,074,508.80</b>

### PROFESSIONAL SERVICES

<b>Services Name</b>	<b>Services Description</b>	<b>Budget</b>
Project Manager	Construction and Design activities	\$465,000.00
Engineering, architectural, appraisals, Surveying and Mapping Services Environmental Specialist	Project development related activities	\$775,000.00
Legal Services	Contracts, Claims, eligibility appeals,	\$155,000.00
Accounting	Financial operations, compliance, single audits	\$155,000.00
<b>Total Budget for Services to be Contracted:</b>		<b>\$1,550,000.00</b>

### OTHER OPERATING

<b>Item Name</b>	<b>Item Description</b>	<b>Budget</b>
<b>Rentals</b>	Rental of facilities or equipment for short term use related to activities necessary to carry out the tasks and activities described in this Agreement. Utilities	\$108,500.00
<b>Media</b>	Media, printing, promotions, or outreach.	\$31,000.00
<b>Travel and Mileage</b>	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 Program.	\$46,500.00



<b>Overhead</b>	Operating and overhead are those costs that are part of the normal functioning of the office, and which provide benefits to multiple programs/awards.	\$60,000.00
<b>Total Expenses Budget:</b>		<b>\$246,000.00</b>

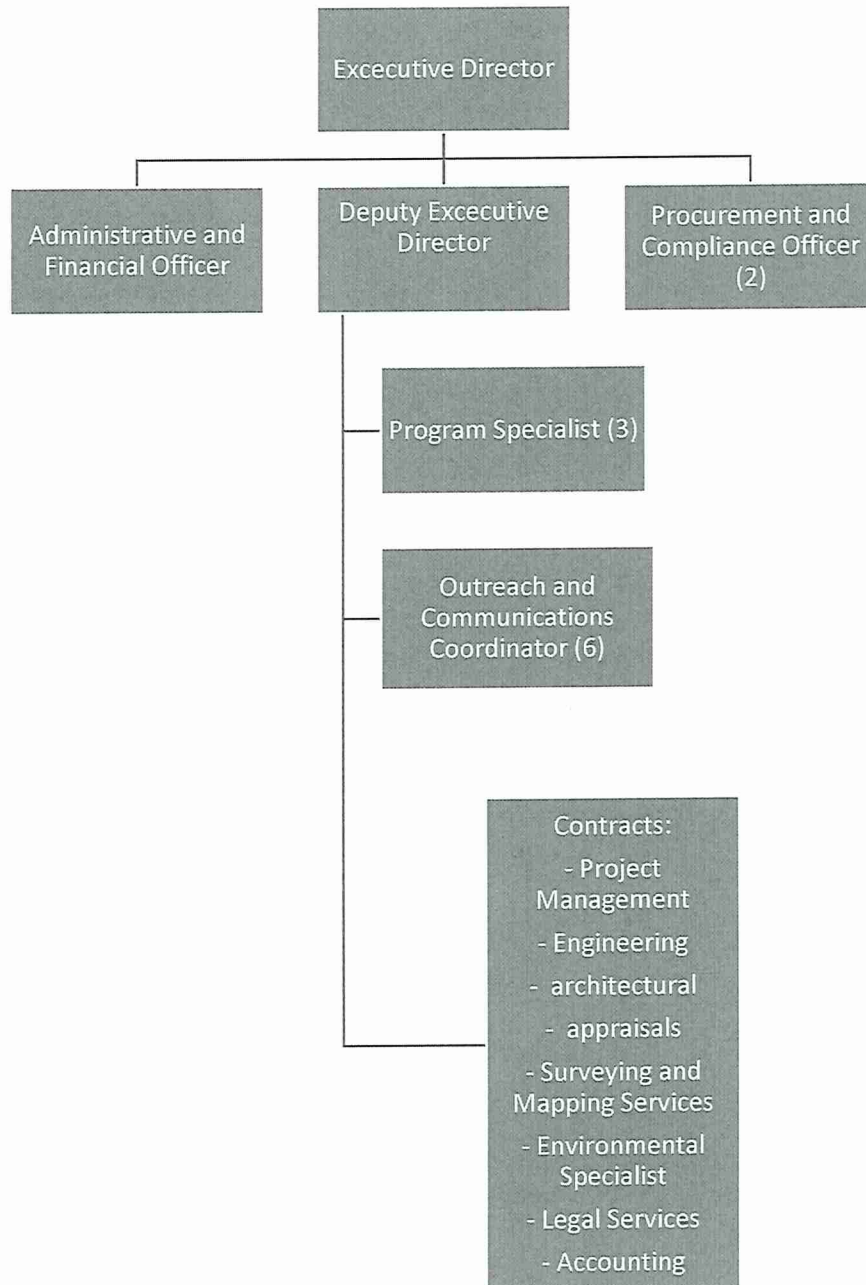
#### EQUIPMENT

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.	\$40,000.00
Computer Equipment	Acquisition of office equipment: computers, and accessories.	\$50,000.00
Office Equipment	Acquisition of office equipment: Office furniture's.	\$15,000.00
<b>Total Expenses Budget:</b>		<b>\$105,000.00</b>

PROJECT ACTIVITY DELIVERY COSTS		
STAFFING	Hourly rates, salaries, and benefits	\$2,074,508.80
PROFESSIONAL SERVICES	Allowance for Specialized Rehabilitation and Reconstruction Services	\$1,550,000.00
OTHER OPERATING	Operational costs associated with delivery and implementation activities	\$246,000.00
EQUIPMENT	Software, computers, office equipment, etc.	\$105,000.00
<b>GRAND TOTAL</b>		<b>\$3,975,508.80</b>

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.

The PRDOH has initially identified key positions that each team must provide following the organizational structure of resources as presented in the next figure.



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## 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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GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Attachment V Exhibit E-I

**Contract Code:** 3689-a  
**Type:** Change Order A\_V2  
**Original Registered Code:** 2023-DR0023

## CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

**Contracting Of:** Consorcio del Sur (CONSUR)  
**Source of Funds:** 14.228 CDBG Funds  
**For:** Amendment A to 2023-DR0023 SR2  
**Amount:** \$2,154,308.80

The breakdown and grant of the certified funds is as follows:

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-19-DF-72-0001		eqa01adm-doh-na	A - Subsidy	6090-01-000	\$107,747.38
B-19-DF-72-0001		eqh03hrr-gnc-lmi	H - Program Subsidy	6090-01-000	\$928,040.27
B-19-DF-72-0001		eqh03hrr-gyl-lmi	H - Program Subsidy	6090-01-000	\$246,862.16
B-19-DF-72-0001		eqh03hrr-pon-lmi	H - Program Subsidy	6090-01-000	\$225,183.33
B-19-DF-72-0001		eqh03hrr-yau-lmi	H - Program Subsidy	6090-01-000	\$635,704.12
B-19-DF-72-0001		eqp02ppi-doh-na	P - Program Subsidy	6090-01-000	\$10,771.54
					<b>\$2,154,308.80</b>

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties. These funds do not affect the Puerto Rico Department of Housing (PRDOH) operational budget, and are available to be use.

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

Cesar Candelario Signed Date - 03/13/2023  
Electronic Approval  
Budget Manager

Jackzaira Vega Signed Date - 03/13/2023  
Electronic Approval  
Finance Director

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



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## ATTACHMENT VI

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

### HOUSING SEISMIC REHABILITATION AND RECONSTRUCTION PROGRAM

### CONSORCIO DEL SUR PARA MANEJO Y ADMINISTRACIÓN DE FONDOS FEDERALES PARA DAÑOS POR TERREMOTOS DE ENERO 2020 (CONSUR)

The Subrecipient certifies that:

- I. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- II. It compromises to complete the registration process in the System for Award Management (**SAM**), and it is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

"Subrecipient hereby certifies under penalty of perjury that the foregoing is complete, true, and correct."

[SIGNATURES ON THE FOLLOWING PAGE.]



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

By: Luis M. Irizarry Pabón  
Luis M. Irizarry Pabón (Mar 17, 2023 12:46 EDT)

Luis Irizarry Pabón  
Mayor of the Municipality of Ponce  
CONSUR  
Member of the Board

By: Ángel L. Torres Ortiz  
Ángel L. Torres Ortiz (Mar 23, 2023 09:28 EDT)

Ángel Luis Torres Ortiz  
Mayor of the Municipality of Yauco  
CONSUR  
Member of the Board

By: Ismael Rodríguez Ramos  
Ismael Rodríguez Ramos (Mar 23, 2023 09:47 EDT)

Ismael Rodríguez Ramos  
Mayor of the Municipality of Guánica  
CONSUR  
Member of the Board

By: Jayson I. Martínez Maldonado  
Jayson I. Martínez Maldonado (Mar 23, 2023 09:22 EDT)

Jayson Martínez Maldonado  
Mayor of the Municipality of Lajas  
CONSUR  
Member of the Board

By: Gregory González Souchet  
Gregory González Souchet (Mar 23, 2023 09:38 EDT)

Gregory González Souchet  
Mayor of the Municipality of Peñuelas  
CONSUR  
Member of the Board

By: Raúl Rivera Rodríguez  
Raúl Rivera Rodríguez (Mar 23, 2023 11:33 EDT)

Raúl Rivera Rodríguez  
Mayor of the Municipality of Guayanilla  
CONSUR  
Member of the Board

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# CONSUR - Amendment A - SR2

Final Audit Report

2023-03-23

Created:	2023-03-15
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU5Kolt3htVwGd_pVKJOq1swtmqYkCw-m

















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-  Email viewed by oficinadelalcalde@guayanillapr.net  
2023-03-23 - 1:51:20 PM GMT
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2023-03-23 - 3:33:50 PM GMT
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2023-03-23 - 3:45:39 PM GMT

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2023-03-23 - 3:48:48 PM GMT

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