



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

AMENDMENT B TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
Contract No. 2021-DR0276
Amendment No. 2021-DR0276B



This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT** ("**Amendment B**") is entered into this 13 day of June, 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 **INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY** ("**Subrecipient**"), a not for profit entity, with principal offices at Ponce de Leon Ave. 1519, Office 1013, San Juan, Puerto Rico, represented herein by its Regional Director, Agnes Crespo Quintana, Esq., of legal age, married, and resident of San Juan, Puerto Rico, collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on June 14, 2021, the PRDOH and the Subrecipient entered into a Subrecipient Agreement for the Workforce Training Program ("WFT") in connection with the CDBG-DR Program for a period of **two years (2) years** from the day of its execution, ending in **June 13, 2023**, for the amount of **FOUR MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS (\$4,988,828.00)**, registered as Contract Number **2021-DR0276** ("**Agreement**").

WHEREAS, the Agreement was amended on July 28, 2022 through **Amendment A**, registered as Contract No. **2021-DR0276A**, to modify and replace **Exhibit D** (Budget), **Exhibit F** (HUD General Provisions), and **Exhibit G** (Subrogation and Assignment Provision). The total budget amount was not modified.

WHEREAS, as per Section IX 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 B** is not intended to affect, nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement.

WHEREAS, this **Amendment B** does not affect the overall amount of the Agreement.

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, as amended, *supra*, the federal laws and regulations creating

and allocating funds to the CDBG-DR program and the current Action Plan, to issue and award the subaward, enter and perform under the executed Agreement.

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WHEREAS, the Subrecipient has duly adopted the Resolution dated July 26, 2022, signed by Joseph Balac, Secretary, authorizing the Subrecipient via its Regional Director, Agnes Crespo Quintana, to enter into this Agreement with the PRDOH, and by signing this Agreement, the Subrecipient assures PRDOH that Subrecipient shall comply with all the requirements described herein.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth in the Agreement, the PRDOH and the Subrecipient agree to execute this **Amendment B** subject to the following:

TERMS AND CONDITIONS

II. SCOPE OF THE AMENDMENT

The purpose of **Amendment B** is to extend the Agreement in order for Subrecipient to meet the contractual outcomes and metrics established in **Exhibit A** (Scope of Work) and **Exhibit D** (Budget). Subrecipient must comply with performance deliverables operating within the remaining assigned budget for the duration of the Agreement's term, as amended; hence, the budget will not be increased. Other modification through this amendment is to extend the contract for an additional term of twelve (12) months for a total performance term of thirty-six (36) months, ending on **June 13, 2024**.

Moreover, modifications to the **General Award Information** table in **Section I** of the Agreement and changes to **Section V. EFFECTIVE DATE AND TERM** of the Agreement are being incorporated via this **Amendment B** to accommodate the aforementioned term extension, additionally, to consign Unique Entity ID and update Subrecipient Contact Information.

Also, the Parties have agreed to modify **Section II. ATTACHMENTS** and **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** of the Agreement to address the introduction of the new **Exhibit I** (Non-Conflict of Interest Certification) into the Agreement.

In addition, the Parties have agreed to incorporate an updated version of **Section XI. CDBG-DR POLICIES AND PROCEDURES** and **Section XII. FORCE MAJEURE** of the Agreement. The Parties also acknowledge that a new **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** and a new **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** are being incorporated into the Agreement. No additional tasks or obligations are being incorporated with this **Amendment B**. The Total Authorized Budget remains the same (**\$4,988,828.00**).

III. 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-17-DM-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2018
CDBG-DR Grantee	Unique Entity ID #: FFNMUBT6WCM1

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Unique Identifier	
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	Agnes Crespo Quintana Regional Director Institute for Building Technology and Safety Ave. Ponce De León 1519, Oficina 1013 San Juan, Puerto Rico, 00909 939-609-2516 ACrespo@ibts.org
Subrecipient Unique Identifier:	Unique Entity ID #: K41DJJ7H5X15
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: June 13, 2024
Funds Certification:	Date: April 15, 2021 Authorized Amount: \$4,988,828.00 Funds Allocation: CDBG-DR "R01E17WTP-EDC-IM" CDBG-DR "R01E17WTP-EDC-UN" Account Number: 6090-01-000 See Exhibit E ("Funds Certification")

- b. **Section II. ATTACHMENTS** of the Agreement is being amended to incorporate **Exhibit I** (Non-Conflict of Interest Certification) in the list of exhibits that are attached to the Agreement.
[...]

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 F	HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements
Exhibit G	Subrogation and Assignment Provisions
Exhibit H	Insurance Requirements
Exhibit I	Non-Conflict of Interest Certification
[...]	

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

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement is a maximum of **thirty-six (36) months** from the date of its execution, ending on **Jun 13, 2024**.*

*The End of Term shall be the later of: (i) **June 13, 2024**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements have been satisfied or, where no Close-Out Requirements are*

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applicable to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.

[...]

- d. **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** of the Agreement is being amended to include an additional paragraph that makes reference to the new **Exhibit I** (Non-Conflict of Interest Certification):

[...]

Moreover, the **Exhibit I** ("Non-Conflict of Interest Certification"), attached herein and made an integral part of this Agreement, outlines several situations that may reasonably be considered as conflicts of interest. The Subrecipient shall disclose and certify that, to the best of its knowledge, none of the situations exist or may exist at the date of the execution of the Agreement. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent, potential, or actual conflicts of interest related to CDBG-DR funded projects, activities, and/or operations.

- e. The Parties agree to amend **Section XI. CDBG-DR POLICIES AND PROCEDURES of the Agreement** as follows:

In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

- f. The parties agree to amend **Section XII. FORCE MAJEURE** of the Agreement 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

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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.

- g. The Parties agree to add **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** to the Agreement:

The Subrecipient must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.

- h. The Parties agree to add **Section XXXII. 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.

- i. **Exhibit A** (Scope of Work) is being replaced by a modified **Exhibit A** (Scope of Work) hereto incorporated by reference into the Agreement. (See **Attachment I**).

The **Section 4.3** (Document Control and Management), **Subsection 4.3.1**, is being amended to change the previous citation 24 C.F.R. §84.53 for 24 C.F.R. §92.508.

The Section 5 (Time Performance) is being amended to eliminate reference of the original performance term.

- j. **Exhibit D** (Budget) of the Agreement is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the Agreement. (See **Attachment II**).

The number of columns of the Staffing section are being reduced from seven (7) to the following five (5): **Position, Qty. of Resources, Estimated Months Needed, Maximum Hourly Rate, and Max Cost for the Program**. Notwithstanding the aforementioned modifications, the allocated funds for each position remain the same. Also, to accommodate the Agreement's end term extension, the last line of said Staffing section is being modified to read **Maximum cost for 3 years (36 Months): \$1,276,200.00**.

Also, **Exhibit D** (Budget) is being amended to include the following note below the section identified as "**Project Activity Delivery Costs**":

Costs exceeding the totals indicated in this exhibit, including subtotals and maximum costs allowed, will not be reimbursed by PRDOH despite an extension to the SRA term.

- k. **Exhibit I** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement (See **Attachment III**).

IV. SEVERABILITY

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

V. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **Amendment B** 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 B**.

VI. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this **Amendment B** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **Amendment B** and any subsequent amendment thereto. The services object of this **Amendment B** may not be invoiced or paid until this **Amendment B** 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.

VII. 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 with respect to the Agreement, as amended.

VIII. 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.

IX. 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

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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 B** in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF HOUSING
CDBG-DR Grantee**

William O. Rodriguez Rodriguez
By: William O. Rodriguez Rodriguez (Jun 13, 2023 18:19 EDT)
Name: William O. Rodríguez Rodríguez
Title: Secretary

**INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
SUBRECIPIENT**

Agnès Crespo Quintana
By: _____
Name: Agnes Crespo Quintana
Title: Regional Director



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EXHIBIT A

SCOPE OF WORK

WORKFORCE TRAINING PROGRAM

INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

1. Program Overview/Background

The Workforce Training Program (**WFT** or **Program**) has the goal of training a labor force to meet the needs of the reconstruction and to build the skill capacity necessary to push Puerto Rico into the economy of the future. WFT will boost economic development and create jobs by investing Community Development Block Grant-Disaster Recovery (**CDBG-DR**) funds into resources that enable skills development through education, technical assistance, and mentorship.

2. National Objective

- Benefit to low- and moderate-income persons (**LMI**) (24 C.F.R. § 570.483(b))
 - Area Benefit
 - Limited Clientele
 - Job Creation/Retention
- Urgent Need (**UN**) activities (24 C.F.R. § 570.483(d))

3. Program Description

The goal of the WFT Program is to prepare Puerto Rican residents with the skills required to gain employment in industries that will drive the Island's economy over the next decade. The main goal of this Program is to support entities that seek to expand existing or launch new workforce training and/or apprenticeship programs.

The goals of the WFT Program will be supported by the Subrecipient through the following two (2) program components. Each component has associated activities contained within and described in more detail in the Program Outreach Plan and Program Work Plan. Components are as follows:

1. **Stakeholder Engagement:** The Subrecipient will facilitate inclusion of Low- and Moderate-Income (**LMI**) individuals and communities in the WFT Program. The

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Subrecipient will develop an Outreach Plan and will conduct outreach to educate, promote engagement, and increase participation in the Subrecipient's WFT Program.

2. **Technical Assistance:** The Subrecipient will assist PRDOH in the development of a Program Work Plan, to be included in the SRA Package. They will provide technical assistance and/or trainings to Beneficiaries (Program Participants) as outlined in their Program Work Plan.

4. Tasks

In addition to the tasks included herein and described below, and the outcomes and activities described in the Program Outreach Plan and Program Work Plan, the Subrecipient, with prior consent and written authorization of PRDOH, shall perform any other task necessary for the proper performance of the services under the SRA.

The tasks and activities under this Program will be managed by the **Institute for Building Technology and Safety** as subrecipient of PRDOH. Consistent with the requirements of this Agreement, the **Institute for Building Technology and Safety** shall be reimbursed for any Eligible Costs incurred in carrying out program activities within eligible budget amounts.

4.1 Office Logistics

- 4.1.1 Secure office space and necessary equipment for these offices to function, as necessary. Office spaces must be suitable for the services to be provided, provide amenities required by local ordinance for public facilities, and comply with ADA accessibility requirements.
- 4.1.2 Provide and secure equipment and technologies required to carry out the training program and, as needed, support remote or virtual program operations.

4.2 Project/Agreement Management

TIMELINE and SCHEDULE

- 4.2.1 Create, maintain, and control Program Work Plan which includes Program Service Area, Workforce Training Courses, Program Needs Assessment, Program Metrics and Standards, and Program Compliance.
- 4.2.2 Work closely with PRDOH to ensure timely delivery of Program activities, in accordance with the agreed upon Program

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Outreach Plan, Program Work Plan, and Exhibit B (**Timelines and Performance Goals**).

STAFFING

- 4.2.3** Deliver Key Personnel and Staff listed in Exhibit C and Exhibit D promptly to support program demands.
- 4.2.4** Ensure adequate staffing levels to support Program activities funded in whole or in part by CDBG-DR.
- 4.2.5** Provide a dedicated Program Management team, to efficiently and effectively carry out Program activities.

BUDGET MANAGEMENT and INVOICING

- 4.2.6** Manage agreed upon program budget included herein. Any variances or expected variances which would cause significant impacts on the program must be reported to PRDOH along with recommended corrective action.
- 4.2.7** Prepare and submit request for funds to PRDOH with all required supporting documentation on a monthly basis.

PERFORMANCE

- 4.2.8** 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.
- 4.2.9** Recommend corrective action and/or performance plan for underperforming team members, subcontractors, vendors, or other staff.
- 4.2.10** Monitor and update all Program Beneficiary demographic, participation, and performance information using the approved system of record provided by the PRDOH Information Technology team.

MONITORING and COMPLIANCE

- 4.2.11** Implement the Program in a compliant manner, per the CDBG-DR regulations, policies, procedures, and all applicable state, local and federal regulations.
- 4.2.12** Maintain a complete understanding of all applicable Program policies, requirements, procedures, guidelines; possess knowledge

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of regulatory and statutory compliance requirements for CDBG-DR and similar programs/projects. Ensure all program participants, including subrecipients, vendors, and beneficiaries are aware of all policy changes.

- 4.2.13** Lead and review all program monitoring activities to prepare and present reports, data, documents, or other information as required by the PRDOH, HUD, the US Office of Inspector General (**OIG**), or other oversight entities.
- 4.2.14** Regularly communicate potential risks, issues, and statuses with PRDOH, in the manner they arise.
- 4.2.15** As requested, meet with PRDOH to discuss the status of the program, and any other issues that may have arisen during the administration of the assigned Program.

4.3 Document Control and Management

- 4.3.1** In accordance with HUD regulations, follow the records retention requirements as cited in 24 C.F.R. § 92.508, which includes: financial records, supporting documents, statistical records and all other pertinent records.
- 4.3.2** Following PRDOH CDBG-DR Recordkeeping Policy, the Subrecipient shall retain all official records on programs and individual activities for **five (5) years**, starting from the closeout of the grant between PRDOH and HUD.
- 4.3.3** Maintain a clearly defined process for acquiring, organizing, storing, retrieving and reporting on financial records and project and activity records.
- 4.3.4** Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, correspondence, training material, policies and procedures, and other documents or materials as may be required.
- 4.3.5** Establish and maintain protocols for physical file management, as applicable, to include, among other things, access to a file, tracking of location and possession of a file.
- 4.3.6** Ensure all project information and documentation is available at all times in the system of record.
- 4.3.7** Must provide all relevant documents in both English and Spanish language.
- 4.3.8** Any systems, tools, or technology provided must meet Personal Identifiable Information (PII) requirements as outlined in the Privacy

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Act of 1974, 5 U.S.C. § 552a (Privacy Act), 24 C.F.R. Part 5, and PRDOH policy for protection of PII.

- 4.3.9** 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:
- 4.3.9.1 Records providing full description of each activity;
 - 4.3.9.2 Records verifying that activity meets national and grant objectives;
 - 4.3.9.3 Records related to demonstrating eligibility of activities;
 - 4.3.9.4 Records required to document activity related to real property;
 - 4.3.9.5 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;
 - 4.3.9.6 Financial records and reports required by the Program; and
 - 4.3.9.7 Records supporting any specific requirements of the Program or the CDBG-DR allocations.
- 4.3.10** Any other task necessary for the proper document control management.

4.4 Program Development

- 4.4.1** Develop and implement policies, strategies, guides and/or templates required for the implementation and administration of the Tasks and Activities contained within this SRA (i.e. Outreach Plan, Standard Operating Procedures (**SOPs**), Forms, Contracts, Correspondence, Applications, etc.), as applicable and as requested by PRDOH.
- 4.4.2** Conduct proper procurement as needed for successful implementation and administration of the Tasks and Activities contained within this SRA. All procurement must be done in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through § 200.327.
- 4.4.3** Publish programmatic information as determined by PRDOH and required by program needs (e.g. training material, outreach material, etc.).

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- 4.4.4** Provide PRDOH with required documentation and information as specified in Federal Register Vol. 83, No. 28 (83 FR 5844) for posting on PRDOH Disaster Recovery Website (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.

4.5 Accounting and Reporting

- 4.5.1** 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:

- 4.5.1.1 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.
- 4.5.1.2 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.
- 4.5.1.3 Provide PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
- 4.5.1.4 Account for and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by applicants, (c) all funds deposited by applicants to reduce duplicative benefits potential award gap and any other funds as applicable.
- 4.5.1.5 Reconcile with the PRDOH, on an established periodic basis, a complete inventory of all items furnished by the PRDOH or funded by the CDBG-DR grant, including items such as: equipment, furniture, computers, phones, laptops, network printers, network equipment, software licenses, etc., if applicable.

4.6 Program Closeout

- 4.6.1** Ensure that all program funding has been expended as stipulated in terms of grant agreement and suppliers have completed all tasks required by the award to the applicant.

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- 4.6.2** Ensure that all applicable PRDOH quality control reviews have been completed.
- 4.6.3** Ensure that all supporting documentation, information, and log of applicant communications is included in the application file.
- 4.6.4** 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.

5. Time Performance

All activities will be fulfilled within the Term agreed upon this SRA. Program reporting will begin **one (1) month** from the signature date.

6. Budget

Per the Action Plan approved, the Program has a designated total budget of ninety million dollars (\$90,000,000) to be funded by CDBG-DR. PRDOH designated **four million nine hundred eighty-eight thousand eight hundred twenty-eight dollars** (\$4,988,828.00) of the mentioned funds to **Institute for Building Technology and Safety**, who will serve as administrator and servicer for the services included in this Agreement.

For details refer to Exhibit D Section 1 and Exhibit D Section 2, of the SRA Package.

END OF DOCUMENT



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EXHIBIT D

BUDGET

WORKFORCE TRAINING PROGRAM

INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

DESCRIPTION SERVICES

The **Institute for Building Technology and Safety Project**, administered by the **Institute for Building Technology and Safety (IBTS)** will provide job training in construction trades, providing vocational skills that can be applied to municipalities across Government of Puerto Rico. The workforce development program being proposed by IBTS, Huertas College, and Estudios Técnicos uniquely targets highly disadvantaged and at-risk segments of the population to facilitate development of the critical first step in the construction workforce pipeline.

STAFFING

Position	Qty. of Resources	Estimated Months Needed	Maximum Hourly Rate	Max Cost for the Program
CDBG Project Controls	1	36	\$120.00	\$ 144,000.00
Communications Manager	1	36	\$150.00	\$ 144,000.00
Project Executive/CDBG SME	1	36	\$225.00	\$ 162,000.00
Communications Specialist	1	36	\$80.00	\$ 172,800.00
Student Outreach	1	36	\$70.00	\$ 100,800.00
CDBG-DR SME	1	36	\$175.00	\$ 126,000.00
Project Manager	1	36	\$150.00	\$ 378,000.00
Construction SME	1	36	\$135.00	\$ 48,600.00
Total Maximum Monthly Cost:				\$ 53,175.00
Maximum cost for 3 years (36 Months):				\$ 1,276,200.00

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* The estimated number of months shown in the above table may vary depending on the actual needs and work performed by each staff member. The above table does not show formulas based in the amount of work hours of the staff members during the life of the SRA, but the maximum amount that each staff member could charge to the SBIA program during the term of the SRA, extended by this Amendment B from 24 months to 36 months, never exceeding the maximum staff cost per month.

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Program Outreach	Newspaper, social media, lead generation, job placement	\$ 60,000.00
Economic Analysis	Study to help determine program success in finding participants and how that matches the demands of the market place.	\$ 50,000.00
Total Budget for Services to be Contracted:		\$ 110,000.00

OTHER OPERATING

Item Name	Item Description	Budget
ODC Handling Costs	IBTS costs for handling of invoices and payments for ODCs listed above.	\$ 222,428.00
Student Tuition Remission	Cost associated for estimated 1,280 students.	\$ 3,380,200.00
Total Expenses Budget/Gastos Totales:		\$ 3,602,628.00

PROJECT ACTIVITY DELIVERY COSTS/COSTOS DIRECTOS DEL PROYECTO

Staffing	Direct personnel for the program	\$ 1,276,200.00
Professional Services	Outreach and Economic Analysis	\$ 110,000.00
Other Operating	Certifications, Transportation, Leases, Tuition	\$ 3,602,628.00
TOTAL COSTS/COSTO TOTAL		\$ 4,988,828.00
GRAND TOTAL/GRAN TOTAL		\$ 4,988,828.00

Costs exceeding the totals indicated in this exhibit, including subtotals and maximum costs allowed, will not be reimbursed by PRDOH despite an extension to the SRA term.

ACQ

WDRR
WDRR

Budget Re-distribution

- a) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown above without exceeding the Total Authorized Budget.
- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the re-distribution cannot be considered as authorized.
- c) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

END OF DOCUMENT



ACQ

WDRR
WDRR

EXHIBIT I

NON-CONFLICT OF INTEREST CERTIFICATION

INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

The CONTRACTOR/SUBRECIPIENT certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

Signature

Agnes Crespo Quintana

Printed Name

6/13/2023

Date

Regional Director

Position










WFT-INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY-AMENDMENT B

Final Audit Report

2023-06-13

Created:	2023-06-12
By:	Arleene Rodríguez (amrodriguez@vivienda.pr.gov)
Status:	Signed
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