



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

AMENDMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM

AMENDMENT A TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
PARA LA NATURALEZA, INC.
Contract No. 2023-DR0029
Amendment No. 2023-DR0029A



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT A")** is entered into this 20 day of September, 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 LPRA § 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 Guaynabo, Puerto Rico; and the **PARA LA NATURALEZA, INC. ("Subrecipient")**, a non-profit entity, with principal offices at 155 Calle Tetuán, San Juan, Puerto Rico, represented herein by its President, Fernando Lloveras San Miguel, of legal age, married, and resident of San Juan, Puerto Rico, collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on October 7, 2022, the Parties executed a Subrecipient Agreement, registered as Contract Number **2023-DR0029 ("Agreement")**, for the amount of **three hundred ninety-nine thousand nine hundred ninety-eight dollars (\$399,998.00)** for the Subrecipient to provide services for the **Whole Community Resilience Planning Program ("WCRP" or "Program")**. The Parties agreed on a performance period of **twenty (20) months** from the execution of the Agreement, ending on **June 7, 2024**.

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 duly adopted the Corporate Resolution dated September 7, 2023, authorizing the Subrecipient, via its Authorized Representative, Fernando Lloveras San Miguel, to enter into this **AMENDMENT A** with the PRDOH, and by signing this **AMENDMENT A**, the Subrecipient assures PRDOH that Subrecipient shall comply with all the requirements described herein.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth 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

In order to achieve the Program goals and to ensure all the CDBG-DR funding allocated to the Subrecipient is used to its fullest, the Parties agreed on the need to amend the Agreement.

Modifications to the **General Award Information** table in **Section I** of the Agreement, **Section II. ATTACHMENTS** and **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** are being incorporated via this **AMENDMENT A**. Also, an updated version of **Section XIV. FORCE MAJEURE** of the Agreement is being incorporated via this **AMENDMENT A**. Moreover, **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** is being added to the Agreement.

Updated versions of **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) are being incorporated by reference into the Agreement as well. Additionally, a new **Exhibit J** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement via **AMENDMENT A**.

The end term and total authorized budget of the Agreement remain the same.

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-17-DM-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2018
CDBG-DR Grantee Unique Entity Identifier:	Unique Entity ID #: FFMUBT6WCM1
Federal Award project description:	See Exhibit A (Scope of Work)
Subrecipient Contact Information:	Fernando Lloveras San Miguel President Para La Naturaleza, Inc. PO Box 9023554 San Juan, PR 00902-3554 Tel. (787) 722-5834
Subrecipient Unique Entity Identifier:	Unique Entity ID #: ZC6UPUGDMJE1
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: Twenty (20) months from Start Date
Funds Certification:	Dated: August 31, 2022 Authorized Amount: \$399,998.00



	Funds Allocation: CDBG-DR "r01p02cpr-fpr-na " Account Number: 6090-01-000 See Exhibit E (Funds Certification)
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b. **Section II. ATTACHMENTS** of the Agreement is being amended as follows:

Exhibit A	Scope of Work
Exhibit B	Timelines and Performance Goals
Exhibit C	Key Personnel
Exhibit D	Budget
Exhibit E	Fund 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
Exhibit J	Non-Conflict of Interest Certification

c. **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 refers to the new **Exhibit J** (Non-Conflict of Interest Certification):

[...]

Moreover, the **Exhibit J** ("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.

[...]

d. 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.

- e. 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.*

- f. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version, hereto incorporated by reference into the Agreement (See **Attachment I**), to modify the following:

- **Table I. Roles:**

- Personnel Count and FTE Count columns are being eliminated, leaving only the Roles column.
- **Program Manager** role is being added.
- **Economist** role is being eliminated.
- Community Volunteers position is being renamed as **Community Ambassadors**.

- **Table II Role Description:**

- **Project Manager** role and description is being added.
- The renamed **Community Ambassador** role is being added to the table while retaining the tasks description of the previous position of Community Volunteers.

- g. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version, hereto incorporated by reference into the Agreement (See **Attachment II**), to modify the following:

- **Budget Summary:**

- **Staffing** - Total Budget for Staffing increased from \$261,504.00 to \$263,083.00.
- **Other Operating** – Total Budget for Other Operating decreased from \$ 46,994.00 to \$45,415.00.

- **Staffing Detail:**

- **Program/Grant Coordinator** - Estimated Hours per Month per Resources increased from 60 to 90. Number of Months has been reduced from 14 to 12. As a result, the Estimated Cost per Month increased from \$5,535.72 to \$8,303.58 and Estimated Cost

increased from \$77,501.00 to \$99,643.00.

- o **Outreach and Communications Specialist** - Quantity of Resources decreased from 8 to 5. Estimated Hours per Month per Resources increased from 22.143 to 45. Number of Months has been reduced from 14 to 12. As a result, the Estimated Cost per Month increased from \$4,428.60 to \$5,625.00 and Estimated Cost increased from \$62,001.00 to \$67,500.00.
- o **Planner** - Quantity of Resources increased from 1 to 2. Estimated Hours per Month per Resources increased from 22.857 to 23. Estimated Hourly Rate decreased from \$50.00 to \$45.00 Number of Months has been reduced from 14 to 12. As a result, the Estimated Cost per Month increased from \$1,142.85 to \$2,070.00 and Estimated Cost increased from \$16,000.00 to \$24,840.00.
- o **Community Ambassadors** - Quantity of Resources decreased from 8 to 5. Estimated Hours per Resources decreased from 85.715 to 45. Number of Months has been reduced from 14 to 12. As a result, the Estimated Cost per Month decreased from \$6,857.20 to \$2,250.00 and Estimated Cost decreased from \$96,001 to \$27,000.
- o **Economist** - One (1) economist position was eliminated.
- o **Project Manager** - One (1) New Project Manager position was added with 45 Estimated Hours per Month per Resources and an Estimated Hourly Rate of \$70.00 for 14 months. As a result, the Estimated Cost per Month is \$3,150.00 and the Estimated Cost is \$44,1000.00.
- o **Total Staff Estimated Cost** - Total Staff Estimated Cost increased from \$261,504.00 to \$263,083.00.

- **Other Operating Detail:**

- o **Materials and Supplies** - Item Estimated Cost decreased from \$3,540.00 to \$1,960.00.
- o **Indirect Cost** - Item decreased from \$35,454.00 to \$35,455.00.
- o **Total Operating Maximum Cost** - Total Operating Maximum Cost decreased from \$46,994.00 to \$45,415.00.

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

III. SEVERALITY

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.

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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.

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**

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Sep 20, 2023 10:45 EDT)
Name: William O. Rodríguez Rodríguez
Title: Secretary

**PARA LA NATURALEZA, INC.
Subrecipient**

By: Fernando Lloveras
Fernando Lloveras (Sep 19, 2023 15:48 EDT)
Name: Fernando Lloveras San Miguel
Title: President



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EXHIBIT C
KEY PERSONNEL

WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM
PARA LA NATURALEZA, INC.

Below is the Staffing Plan for Para la Naturaleza, Inc. which reflects a combination of existing employees and new hired employees dedicated for the CDBG-DR **WCRP** Program.

I. Roles

Roles
<u>Subrecipient Personnel:</u>
Project Manager
Program/Grant Coordinator
Outreach and Communications Specialist
<u>Staff to Assist with Planning Activities:</u>
Planner
Community Ambassadors

II. Role Descriptions:

Role	Description
Project Manager	Responsible for leading the implementation efforts of the WCRP at Para la Naturaleza, while supervising all project staff, ensuring milestones and key activities are attained within the established timeline and in compliance with the requirements set forth by the PRDOH. Will manage the project budget and collaborate with PLN's Accounting and Grants area to ensure appropriate use of funds. Must have experience working in partnership projects and should the ability to lead diverse groups. Should have experience managing projects, preferably sponsored projects.
Program/Grant Coordinator	Responsible for ensuring full compliance with all HUD and PRDOH requirements, including administrative, financial, programmatic, and technical. Responsible for implementing oversight mechanisms and developing all necessary policies, procedures, and tools to track progress and monitor

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	performance of all components of the WCRP Program. Must ensure compliance with applicable local and federal rules, laws, and regulations. Must be knowledgeable of Program's requirements and cross-cutting Federal requirements. Responsible for overseeing and coordinating with compliance and finance managers. Must ensure transparency to the public regarding planned and actual use of funds.
Outreach and Communications Specialist	Responsible for the coordination and communication between the Subrecipients, the Community, and the PRDOH. Must ensure compliance with Puerto Rico, PRDOH, and HUD requirements related to communications protocols and standards. Establish and implement strategic plan for outreach CDBG-DR programs opportunities in coordination with Program/Grant Manager and PRDOH. Coordinate all outreach communication materials and public facing communications with PRDOH and Program/Grant Manager before implementing. Coordinate logistics of locations, scheduling and audiovisual equipment required to conduct meetings and presentations with communities or public. Develop strategic plan to, effectively and efficiently, resolve communities and subrecipients relations issues in coordination with Program/Grant Manager and PRDOH.
Planner	Will serve as subject matter expert to the Community in the area of resilience plan development and integration to current planning strategies. Will contribute with content and recommendations in the subject matter area to the resilience plan.
Community Ambassadors	Will support Program/Grant Coordinator and Outreach and Communications Specialist, as well as to the project team, in the implementation of deliverables established to attain the resilience plan. Will aid in the facilitation of community meetings, interviews and other events, as well as in the facilitation of information, materials and related contributing to the resilience plan. Community ambassadors will be selected from the participating communities.

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EXHIBIT D – SECTION 1 BUDGET

WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM PARA LA NATURALEZA, INC.

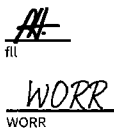
PRDOH designated to the Subrecipient a total allocation amount of **four hundred thousand dollars (\$400,000.00)** for the Whole Community Resilience Planning Program (**WCRP** or **Program**). The maximum budget amount assigned to the Subrecipient to complete the activities under this SRA is **three hundred ninety-nine thousand, nine hundred ninety-eight dollars (\$399,998.00)**. Proposed budget items will be evaluated according to guidelines laid out in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

The WCRP Program is a reimbursement program. All costs must be incurred prior to reimbursement. Planning and grant management activities will include, but are not limited to those described in **Exhibit A (Scope of Work)** and **Exhibit B (Timeline and Performance Goals)** of this SRA.

PRDOH will use the milestones and tasks included in **Exhibit B (Timeline and Performance Goals)** to evaluate the progression and completion of program activities. The following costs are considered NOT eligible for funding or reimbursement: engineering, architectural, and design costs related to a specific project such as detailed engineering specifications and working drawings; construction or any costs of implementation of projects or plans; and costs not associated with the development of plans or other planning activities.

As a beneficiary of the WCRP Program, the Subrecipient assumes responsibility for administering these CDBG-DR funds in a manner consistent with the SRA, the program objectives, and PRDOH Policies and Procedures. The 2 C.F.R. Part 200 Subpart E (Cost Principles) requires that all costs are **allowable, reasonable, and allocable**.

- **Allowable** costs are those which are necessary in order to carry out the program, are consistent with policies and procedures established by the Subrecipient and the PRDOH, and which are adequately documented.
- **Reasonable** costs are generally considered those which are ordinary and necessary, and do not exceed market prices for comparable goods or services in the area.
- **Allocable** costs are those costs which are necessary in order to carry out the tasks and deliverables required by the WCRP Program.



BUDGET SUMMARY		
ACTIVITY DESCRIPTION		
STAFFING	Staffing resources for the execution and implementation of the WCRP Program.	\$263,083.00
PROFESSIONAL SERVICES	Procured services that will assist in delivery and implementation of the WCRP Program.	\$81,500.00
OTHER OPERATING	Operational costs associated with delivery and implementation of the WCRP Program. Items include, but are not limited to indirect cost, media, or travel.	\$45,415.00
EQUIPMENT	Equipment needed for the execution and implementation of the WCRP Program.	\$10,000.00
TOTAL PROGRAM BUDGET:		\$399,998.00

BUDGET DETAIL

The budget detail that follows is provided as an expanded budget line-item detail, but not intended as a limiting factor. Expenditures per line item may not exceed the total budget per cost type (staffing, professional services, other operating, and equipment), but amounts may fluctuate between specific line items based on WCRP program needs.

STAFFING

The total budget for staffing shall not exceed the amount indicated below for “**Total Staff Budget for duration of the Program**” during the term of the SRA.

Positions that are assigned to and invoice time to the WCRP program are considered **direct costs** and must be listed in **Exhibit C (Key Personnel)** as well as **Exhibit D (Budget)**, Staffing section. They must be necessary to carry out the tasks and activities described in this Grant Agreement. Positions that are not tied directly to the WCRP Program, but may be supporting it indirectly, are considered **indirect cost** and **should not be listed** in **Exhibit C (Key Personnel)** or in **Exhibit D (Budget)**, Staffing section, and will not be eligible to charge their time directly to the WCRP Program.

Reimbursement is contingent upon provision and acceptance of adequate invoicing materials. Those required materials include proof of payment, daily time sheets with description of tasks and activities performed, and others as described in the PRDOH Finance Manual. Staff time will be reviewed for cost allowability, reasonableness, and allocability prior to reimbursement, and may be returned if described tasks and activities are not relevant to the WCRP Program, or if documentation is insufficient, or for any other reason deemed necessary by PRDOH Finance.



STAFFING DETAIL						
POSITION	QTY. OF RESOURCES [A]	ESTIMATED* HOURS PER MONTH PER RESOURCES [B]	ESTIMATED* HOURLY RATE [C]	NUMBER OF MONTHS [D]	ESTIMATED* COST PER MONTH [E = A x B x C]	ESTIMATED COST [F = D x E]
Program/Grant Coordinator	2	90	\$ 46.13	12	\$8,303.58	\$99,643.00
Outreach and Communications Specialist	5	45	\$ 25.00	12	\$5,625.00	\$67,500.00
Planner	2	23	\$ 45.00	12	\$2,070.00	\$24,840.00
Community Ambassadors	5	45	\$ 10.00	12	\$2,250.00	\$27,000.00
Project Manager	1	45	\$70.00	14	\$3,150.00	\$44,100.00
TOTAL STAFF ESTIMATED COST:						\$263,083.00

* Estimated amount in rate, hours, and monthly cost, could vary based on actual need and work performed on the WCRP Program upon PRDOH approval.

PROFESSIONAL SERVICES

Subrecipient may procure a variety of professional services provided by entities other than the Subgrantee to carry out any component of any of the tasks and activities described in this SRA. The total budget for professional services shall not exceed the amount indicated below for “**Total Proposed Budget for Professional Services**” during the term of the SRA, allowing flexibility that the detail may fluctuate depending on WCRP Program needs.

The federal government imposes procurement requirements for the acquisition of all professional services purchased with federal funds. Everything purchased with federal funds must be obtained through a procurement process that complies with the 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 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200). **The Anticipated Maximum Cost is considered a "not to exceed" amount for budgeting purposes, it does not guarantee the outcomes of the procurement process.**

PROFESSIONAL SERVICES DETAIL		
SERVICES DESCRIPTION		ESTIMATED COST
Cultural/Anthropological Services	Cultural/Anthropological expert at a rate to work directly with the community and ensure a process that embraces the rich cultural traditions and knowledge of this community.	\$6,000.00

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PROFESSIONAL SERVICES DETAIL		
SERVICES DESCRIPTION		ESTIMATED COST
Translation Services	Translation services to ensure proper understanding of materials, content created, and discussions related to the resilience plan development among bilingual teams.	\$4,500.00
Resilience Plan Writers Services	Resilience Plan Writers will be responsible for the creation of the content within the Resilience Plan. Will participate from community meetings and focus groups, as well as meetings with subject matter experts, to develop content based on the recommendations, decisions, and agreements made throughout the planning process. Will follow Resilience Plan template provided by PRDOH.	\$40,000.00
Environmental Expert Services	Environmental Expert will work the community to provide recommendations based on initial identification of priorities, including climate change and related threats.	\$6,000.00
Psychologist Services	Psychologist to work directly with the Community throughout the planning process, providing support to residents and other critical stakeholders in the discussions about threats, past events, and resilience building.	\$15,000.00
Marine Sciences Expert Service	Marine Sciences Expert to work directly with the Community to provide recommendations based on initial identification of priorities, including climate change and related threats (e.g. sea level rise, coastal erosion).	\$10,000.00
TOTAL PROFESSIONAL SERVICES MAXIMUM COST:		\$81,500.00

OTHER OPERATING

Subrecipient will incur in operational costs associated with delivery and implementation of the WCRP Program. The total budget shall not exceed the amount indicated below for **"Total Other Operating Budget"** during the term of the SRA, allowing flexibility that the detail may fluctuate depending on WCRP Program needs. This includes an amount to cover other operating costs for the duration of the SRA Term. Additional categories or items may be included, per approval from PRDOH Deputy Planning Director and PRDOH Finance. CDBG-DR Program Funds cannot be used to pay for food or refreshments.

The federal government imposes procurement requirements for all acquisitions using federal funds. Everything purchased with federal funds must be obtained through a procurement process that complies with the standards imposed by the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200). The Subrecipient may procure items on the condition that the expenses are directly tied to fulfilling the conditions of the SRA, and that they are procured in the appropriate manner.

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OTHER OPERATING DETAIL		
TYPE	DESCRIPTION	ESTIMATED COST
Advertising and Media	Media, promotions, or outreach. These could include but are not limited to advertisements and public announcements or notifications, community meetings, digital and social media, or other available media and program-related notifications, video, and photographic documentation of planning process.	\$8,000.00
Materials and Supplies	Tangible materials and supplies used for the performance of the WCRP Program. These can include, but are not limited to, printed materials, banners, general office supplies, and disinfecting and protective items for use in community outreach, activities, and meetings.	\$1,960.00
Indirect Cost	Indirect cost will be reimbursed through De minimis Rate: 10% of the total direct costs for WCRP Program as negotiated with PRDOH.	\$35,455.00
TOTAL OTHER OPERATING MAXIMUM COST:		\$45,415.00

EQUIPMENT

To support implementation of the WCRP, Subrecipient will need a variety of equipment. The total budget for equipment shall not exceed the amount indicated below for "Total Equipment" during the term of the SRA, allowing flexibility that the detail may fluctuate depending on WCRP Program needs. This includes an amount to cover equipment cost from for the duration of the SRA Term. The federal government imposes procurement requirements for the acquisition of all supplies, equipment and real property purchased with federal funds. Everything purchased with federal funds must be obtained through a procurement process that complies with the standards imposed by the federal the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200). The Subrecipient may procure items on the condition that the equipment is directly tied to fulfilling the conditions of the SRA, and that they are procured in the appropriate manner.

EQUIPMENT		
EQUIPMENT DESCRIPTION		ESTIMATED COST
Office equipment	Laptops, workstations and tablets, and other computer equipment and peripherals for program staff and fieldwork. Servers and other IT hardware and peripherals as needed. Projectors, screens, cameras, microphone other audiovisual equipment, etcetera.	\$7,000.00

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EQUIPMENT		
EQUIPMENT DESCRIPTION		ESTIMATED COST
Software and licenses	Includes Software applications, programs that run on a device, as the variable part of the computer and hardware, platforms such as Zoom, Survey Monkey, Mail chimp, Smartsheet, Adobe Pro & Cloud Suite, Website domain etcetera.	\$3,000.00
TOTAL EQUIPMENT MAXIMUM COST:		\$10,000.00

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.

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



ATTACHMENT III


EXHIBIT J

NON-CONFLICT OF INTEREST CERTIFICATION WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM PARA LA NATURALEZA, INC.

The Subrecipient certifies that to the best of its knowledge:

1. No public servant of this executive agency has a pecuniary interest in this agreement, contract, 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 of 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."


Fernando Lloveras (Sep 19, 2023 15:48 EDT)
Signature

Sept. 19, 2023

Date

Fernando Lloveras San Miguel
Printed Name

President
Position