

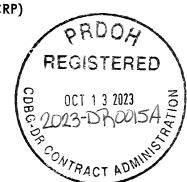
AMENDMENT A



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

AMENDMENT A TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND THE INTER AMERICAN UNIVERSITY OF PUERTO RICO, INC. METROPOLITAN CAMPUS

Contract No. 2023-DR0015 Amendment No. 2023-DR0015A



This AMENDMENT A TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT A") is entered into this day of october occupied, 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 INTER AMERICAN UNIVERSITY OF PUERTO RICO, INC., METROPOLITAN CAMPUS ("Subrecipient"), a nonprofit education corporation with principal offices at Jardines Metropolitanos, 399 Galileo Final Street, San Juan, Puerto Rico, represented herein by its President, Rafael Ramírez Rivera, of legal age, married, and resident of Gurabo, Puerto Rico; collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 24, 2022, the PRDOH and the Subrecipient executed a Subrecipient Agreement, registered as Contract Number 2023-DR0015 ("Agreement"), for the amount of five hundred thirty-seven thousand eight hundred fifty-five dollars (\$537,855.00), for the Subrecipient to undertake its activities under the Whole Community Resilience Planning Program ("Program"). The Parties agreed on a performance period of twenty (20) months from the day of the execution of the Agreement, ending on May 24, 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 has duly adopted a Certification, dated June 27, 2023, authorizing Rafael Ramírez Rivera to enter into activities such as the execution of this **AMENDMENT A** on behalf of the Subrecipient, and by signing this **AMENDMENT A**, the Subrecipient assures PRDOH that it shall comply with all the requirements described herein.

II. TERMS AND CONDITIONS



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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 AMENDMENT

To accomplish the need of increase in professional services items to offer a better and competitive service to all communities according to market demand, the Parties acknowledge and agree to increase the budget amount assigned to this Agreement by sixty-two thousand one hundred forty-five dollars (\$62,145.00), for a new total budget of six hundred thousand dollars (\$600,000.00).

Moreover, this AMENDMENT A entails modifications to the General Award Information table in Section I of the Agreement, Section II. ATTACHMENTS, Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PROOH REQUIREMENTS, and Section XIV. FORCE MAJEURE of the Agreement. Also, Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE is being added to the Agreement.

Furthermore, with this **AMENDMENT A**, updated versions of **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit E** (Funds Certification) are being incorporated by reference into the Agreement as well. Additionally, a new exhibit, **Exhibit J** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement. All other provisions of the original Agreement, including the performance period, remain unaltered.

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 B-18-DP-72-0001
CDBG-DR Grantee	September 20, 2018
Federal Award Date:	February 21, 2020
CDBG-DR Grantee Unique Identifier:	Unique Entity ID: FFNMUBT6WCM1
Federal Award project description:	See Exhibit A for <u>Scope of Work</u>
Subrecipient Contact Information:	Rafael Ramírez Rivera President Inter American University of Puerto Rico, Inc. PO Box 363255 San Juan PR 00936-3255
Subrecipient Unique Identifier:	Unique Entity ID: PMELJCUDNL17



Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of this Agreement. End Date: Twenty (20) months from Start Date
	Dated: August 25, 2022 Authorized Amount: \$537,855.00 Funds Allocation: CDBG-DR "r01p02crp-fpr-na" Account Number: 6090-01-000 See Exhibit E for Funds Certification
Funds Certification:	Date: September 28, 2023 Authorized Amount: \$62,145.00 Funds Allocation: CDBG-DR "r01p02crp-fpr-na" CDBG-DR "r02p02crp-fpr-na" Account Number: 6090-01-000 See Exhibit E-1 (Funds Certification)
	Total Authorized Budget: \$600,000.00

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	Funds Certification
Exhibit E-1	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
Exhibit J	Non-Conflict of Interest Certification

c. The Parties agree to amend Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PROOH REQUIREMENTS 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.

Amendment A to the Subrecipient Agreement Between PRDOH and Inter American University of Puerto Rico, Inc. Metropolitan Campus For the Whole Community Resilience Planning Program under CDBG-DR Page 4 / 7

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**). The Exhibit is being modified as follows:
 - Table I. Roles
 - Personnel Count and FTE Count columns were eliminated, leaving only the Roles column.
 - o Community Researcher Repeated role was deleted.
 - o **Community Liaison** Role was deleted.
 - o Students Part-time Role was deleted.
 - Table II. Role Descriptions
 - o **Community Liaison** Role and description were deleted.
 - o Students Part-time Role and description were deleted.



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g. Exhibit D (Budget) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (See Attachment II). The Exhibit is being modified as follows:

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- Budget Summary Table:
 - o **Staffing** Total Budget for Staffing increased from \$245,009.00 to \$284,693.00.
 - o **Professional Services** Total Budget for Professional Services increased from \$45,000.00 to \$80,000.00.
 - o **Other Operating** Total Budget for Other Operating decreased from \$241,046.00 to \$228,507.00.
 - o **Total Program Budget** Total Program Budget increased from \$537,855.00 to \$600,000.00.

Staffing Detail:

- Monitor Specialist (Project Director) Number of Months increased from 14 to 20 months. This increases the Estimated Cost from \$68,645.00 to \$98,064.00.
- Community researcher Total quantity of Resources increased from 5 to 8.
 Changes to Estimated Hours Per Month per Resources, Estimated Hourly Rates, Number of Months and Estimated Cost were made as follow:
 - Community researcher Estimated Hourly Rate increased from \$34.90 to \$34.97. Number of Months decreased from 12 to 9. This decreases the Estimated Cost from \$26,857.00 to \$20,143.00
 - Community researcher Number of Months increased from 12 to 15.
 This increases the Estimated Cost from \$15,103.00 to \$18,879.00.
 - Community researcher Number of Months decreased from 12 to 8. This decreases the Estimated Cost from \$13,586.00 to \$9,058.00.
 - Community researcher (2) Number of Months decreased from 12 to 9. This decreases the Estimated Cost from \$20,291.00 to \$15,218.00.
 - Community researcher New Position with an Estimated Cost of \$16,579.00.
 - Community researcher New Position with an Estimated Cost of \$8,290.00.
 - Community researcher New Position with an Estimated Cost of \$18,115.00.
- Outreach and Community Officer Total quantity of Resources increased from 1 to 2. Changes to Estimated Hours per Month Rates, Number of Months, Estimated Cost per month and Estimated Cost were made as follow:
 - Outreach and Community Officer Estimated Hours per Month per Resources decreased from 112 to 80. Number of Months decreased from 12 to 6. Estimated Cost per Month decreased from \$2,860.48 to \$2,043.20. Estimated Cost decreased from \$34,326.00 to \$12,260.00.
 - Outreach and Community Officer New Position with an Estimated Cost of \$20,826.00.
- o **Community Liaison** Position was eliminated.
- o **Student Part time** Position was eliminated.
- o **Administrative Assistant** Number of Months increased from 14 to 18. This increases the Estimated Cost from \$36,759.00 to \$47,261.00.

- o Community Leaders Services were eliminated.
- o Consultants-Climate Experts Service description was changed. Estimated Cost increased from \$15,000.00 to \$35,000.00.
- o Consultants-Planning Specialist Service description was changed. Estimated Cost increased from \$15,000.00 to \$45,000.00.

Other Operating Details:

Professional Services Details:

- o Rentals Estimated Cost decreased from \$18,000.00 to \$10,000.00.
- o Advertising and Media Estimated Cost decreased from \$60,000.00 to \$10,000.00.
- o **Travel and Mileage** Estimated Cost decreased from \$10,000.00 to \$0.00.
- o Materials and Supplies Estimated Cost decreased from \$18,000.00 to
- o Indirect Cost Estimated Cost increased from \$135,046.00 to \$193,592.00.
- h. Exhibit E (Funds Certification) of the Agreement is being modified by Exhibit E-1 (Funds Certification) hereto incorporated by reference into the Agreement (See Attachment III). The modification entails an increase in the Total Authorized Budget of the Agreement with an additional amount of \$62,145.00 for a new grand total of \$600,000.00.
- i. A new Exhibit, Exhibit J (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement. (See Attachment IV).

III. SEVERABILITY

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

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 hereto. The services object of this AMENDMENT A may not be invoiced or paid until this ${f AMENDMENT}$ ${f A}$ has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

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 with respect to the Agreement, as amended.



Amendment A to the Subrecipient Agreement Between PRDOH and Inter American University of Puerto Rico, Inc. Metropolitan Campus For the Whole Community Resilience Planning Program under CDBG-DR Page 7 / 7

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 (Oct 12, 2023 17:47 EDT)

Name: William O. Rodríguez Rodríguez

Title: Secretary

INTER AMERICAN UNIVERSITY OF PUERTO RICO, INC. METROPOLITAN CAMPUS
Subrecipient

By: RAFAELRAMÍREZ

By: RAFAELRAMÍREZ (Oct 12, 2023 13:43 EDT)

Name: Rafael Ramírez Rivera

Title: President







EXHIBIT C

KEY PERSONNEL

WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM INTER AMERICAN UNIVERSITY OF PUERTO RICO, INC. METROPOLITAN CAMPUS

Below is the Staffing Plan for Inter American University of Puerto Rico Metropolitan Campus which reflects a combination of existing employees and newly hired employees dedicated to the CDBG-DR **WCRP** Program.

. Roles

Roles	
Subrecipient Personnel:	
Monitoring Specialist (Project Director)	
Outreach and Communication Officer	
Administrative Assistant	
Staff to Assist with Planning Activities:	
Community Researcher	

II. Role Descriptions:

Role	Description
Monitoring Specialist (Project Director)	Responsible for monitoring and ensuring that funds are spent and documented within the requirements of CDBG-DR program policies, including applicable federal and local regulations. Develop a work plan containing specific tasks to monitor deliverables in compliance with CDBG-DR program policies, standards, and procedures. Provide all necessary guidance, technical assistance, and training to internal staff that will help them to enforce compliance with the most current version of policies, regulations, and standards for CDBG-DR programs. Prepare all necessary program-wide documentation and reports to PRDOH to communicate Program compliance performance and the status of any compliance issues. Maintain awareness and knowledge

Amendment A to the Subrecipient Agreement Between PRDOH and Inter American University of Puerto Rico, Inc. Metropolitan Campus For the Whole Community Resilience Planning Program under CDBG-DR Exhibit C: Key Personnel Page 2 / 2

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Role	Description
	of the most recent federal and local compliance requirements that may apply to PRDOH's CDBG-DR programs.
Communication Officer Subrecipient, the Commun compliance with Puerto Rico, to communications protocomplement a strategic plan opportunities in coordination PRDOH. Coordinate all outropublic-facing communication Manager before implements scheduling, and audiovisus meetings and presentations was a strategic plan to, effective	Responsible for the coordination and communication between the Subrecipient, the Community, and the PRDOH. Must ensure compliance with Puerto Rico, PRDOH, and HUD requirements related to communications protocols and standards. Establish and implement a 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 implementation. Coordinate logistics of locations, scheduling, and audiovisual equipment required to conduct meetings and presentations with communities or the public. Develop a strategic plan to, effectively and efficiently, resolve communities and subrecipient relations issues in coordination with Program/Grant Manager and PRDOH.
Administrative Assistant	Responsible for performing office functions and routine administrative tasks such as writing correspondence, scheduling appointments, organizing, and maintaining written and electronic files, or other coordination and communication as necessary.
Community Researcher	Responsible for creating strategies to achieve project milestones, and developing and planning meetings, and workshops. In charge of the development and administration of various assessment tools such as surveys, questionnaires, and focus groups to community members as needed to achieve project milestones.

END OF DOCUMENT





EXHIBIT D - SECTION 1



WORR BUDGET

WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM INTER AMERICAN UNIVERSITY OF PUERTO RICO, INC. METROPOLITAN CAMPUS

PRDOH designated to the Subrecipient a total allocation amount of six hundred thousand dollars (\$600,000.00) for the Whole Community Resilience Planning Program. The maximum budget amount assigned to the Subrecipient to complete the activities under this SRA is ${f six}$ hundred thousand dollars (\$600,000.00). 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** (Timelines and Performance Goals) of this SRA.

PRDOH will use the milestones and tasks included in Exhibit B (Timelines 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.

Subrecipient Agreement Amendment A
Between PRDOH and the Inter American University of Puerto Rico, Inc.
Metropolitan Campus
For the Whole Community Resilience Planning Program under CDBG-DR
Exhibit D – Budget
Page 2 / 6



BUDGET SUMMARY		
ACTIVITY DESCRIPTION		
STAFFING	Staffing resources for the execution and implementation of the WCRP Program.	\$ 284,693.00
PROFESSIONAL SERVICES	Procured services that will assist in delivery and implementation of the WCRP Program.	\$ 80,000.00
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.	\$ 228,507.00
EQUIPMENT	Equipment needed for the execution and implementation of the WCRP Program.	\$ 6,800.00
	TOTAL PROGRAM BUDGET:	\$ 600, 000.00

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 the provision and acceptance of adequate invoicing materials. Those required materials include proof of payment, daily time sheets with descriptions 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.

Subrecipient Agreement Amendment A
Between PRDOH and the Inter American University of Puerto Rico, Inc.
Metropolitan Campus
For the Whole Community Resilience Planning Program under CDBG-DR
Exhibit D – Budget
Page 3 / 6



STAFFING DETAIL		ESTIMATED* HOURS PER		NUMBER	ESTIMATED*	
POSITION	QTY. OF RESOURCES [A]	MONTH PER RESOURCES [B]	ESTIMATED* HOURLY RATE [C]	OF MONTHS [D]	COST PER MONTH [E = B x C]	ESTIMATED COST [F = D x E]
Monitor Specialist (Project Director)	1	144	\$34.05	20	\$4,903.20	\$98,064.00
Community researcher	1	64	\$34.97	9	\$2,238.08	\$20,143.00
Community researcher	1	32	\$39.33	15	\$1,258.56	\$18,879.00
Community researcher	1	32	\$35.38	8	\$1,132.16	\$9,058.00
Community researcher	2	32	\$26.42	9	\$1,690.88	\$15,218.00
Community researcher	1	64	\$32.38	8	\$2,072.32	\$16,579.00
Community researcher	1	32	\$32.38	8	\$1,036.16	\$8,290.00
Community researcher	1	64	\$35.38	8	\$2,264.32	\$18,115.00
Outreach and Communication Officer	1	80	\$25.54	6	\$2,043.20	\$12,260.00
Outreach and Communication Officer	1	80	\$32.54	8	\$2,603.20	\$20,826.00
Administrative Assistant	1	160	\$16.41	18	\$2,625.60	\$ 47,261.00
			TOTAL S	TAFF ESTIM	ATED COST:	\$284,693.00

^{*} 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

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*

Subrecipient Agreement Amendment A
Between PRDOH and the Inter American University of Puerto Rico, Inc.
Metropolitan Campus
For the Whole Community Resilience Planning Program under CDBG-DR
Exhibit D – Budget
Page 4 / 6



Maximum Cost is considered a "not to exceed" amount for budgeting purposes, it does not guarantee the outcomes of the procurement process.

PROFESSIONAL SER	VICES DETAIL	
SERVICES DESCRIPTION		ESTIMATED COST
Consultants-Climate Experts	Responsible to develop an understanding on climate change in the community and analyze and present the impacts, stressors, susceptibility, and sensitivity of community assets. It will provide mapping products that the community will use for their discussions to identify impacts and stressors and prioritize vulnerability and sensitivity.	\$35,000.00
Consultants-Planning Specialist	Responsible for monitoring the project management procedures of an organization's operations, ensuring that the team meets budget goals and deadline deliverables. It will provide a mapping of the development of any solution needed for the community or the project.	\$45,000.00
	TOTAL PROFESSIONAL SERVICES MAXIMUM COST:	\$80,000.00

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.

Subrecipient Agreement Amendment A
Between PRDOH and the Inter American University of Puerto Rico, Inc.
Metropolitan Campus
For the Whole Community Resilience Planning Program under CDBG-DR
Exhibit D – Budget
Page 5 / 6



OTHER OPERATII	NG DETAIL DESCRIPTION	ESTIMATED COST
Rentals	Rental of facilities or equipment for short term use related to activities necessary to carry out the tasks and activities described in this SRA.	\$10,000.00
Advertising and Media	Media, promotions, or outreach. These could include but are not limited to advertisements and public announcements or notifications, public hearings, digital and social media, or other available media and program-related notifications.	\$10,000.00
Travel and Mileage	Travel costs or expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the WCRP Program.	\$0.00
Materials and Supplies	Materials and supplies used for the performance of the WCRP Program. These can include printed materials, banners, general office supplies, and disinfecting and protective items for use in community outreach, activities, and meetings.	\$14,915.00
Indirect Cost	Indirect cost will be reimbursed through Negotiated Indirect Cost Rate Agreement (NICRA) with cognizant federal agency of 68%.	\$193,592.00
	TOTAL OTHER OPERATING MAXIMUM COST:	\$228,507.00

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.

Subrecipient Agreement Amendment A
Between PRDOH and the Inter American University of Puerto Rico, Inc.
Metropolitan Campus
For the Whole Community Resilience Planning Program under CDBG-DR
Exhibit D – Budget
Page 6 / 6



EQUIPMENT		ESTIMATE
EQUIPMENT DESCRIPT	TION	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.	\$6,800.0

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 E-1

Contract Code: 3489-a Type: Change Order A_V2

Original Registered Code: 2023-DR0015



CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of:

Inter American University of Puerto Rico, Inc.

Source of Funds:

14.228 CDBG Funds

For:

Amendment A to 2023-DR0015 (WCRP)

Amount:

\$62,145.00

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

Grant	Area / Project	Activity Code	Category Description	Account	Amount
		01.00	D. Other Occasion (New ICP)	6090-01-000	-\$71,085.00
B-17-DM-72-0001	Planning	r01p02crp-fpr-na	P - Other Operating (Not ICR)	0090-01-000	-\$/1,085.00
B-17-DM-72-0001	Planning	r01p02crp-fpr-na	P - Professional Services	6090-01-000	\$35,000.00
B-17-DM-72-0001	Planning	r01p02crp-fpr-na	P - Salaries Sub-recipients	6090-01-000	\$36,085.00
B-18-DP-72-0001	Planning	r02p02crp-fpr-na	P - Indirect Cost	6090-01-000	\$58,546.00
B-18-DP-72-0001	Planning	г02p02crp-fpr-na	P - Salaries Sub-recipients	6090-01-000	\$3,599.00
	48-19				\$62,145.00

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 - 09/28/2023 Electronic Approval Budget Manager

Jackzaira Vega Signed Date - 09/28/2023 Electronic Approval Finance Director

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

Ave. Barbosa #606 Edificio Juan C. Cordero Dávila, Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365 <u>Tel:(787)274-2527 | www.vivienda.pr.gov</u>







EXHIBIT J

NON-CONFLICT OF INTEREST CERTIFICATION

WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM INTER AMERICAN UNIVERSITY OF PUERTO RICO, INC. METROPOLITAN CAMPUS

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."

RATAELRAMÍREZ RAFAELRAMÍREZ (Oct 12, 2023 13:43 EDT)	October 10, 2023	
Signature	Date	
	President Inter American University of	
Rafael Ramírez Rivera	Puerto Rico, Inc.	
Printed Name	Position	