



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

**AMENDMENT A TO THE INTERAGENCY AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE**

**PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY ON BEHALF OF THE CENTRAL
OFFICE FOR RECOVERY, RECONSTRUCTION, AND RESILIENCY**

Contract Number 2020-DR0038



This **AMENDMENT A TO THE INTERAGENCY AGREEMENT** (hereinafter, "Amendment") is entered into this 12 day of August, 2020, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPR § 441 et seq., known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Luis C. Fernandez-Trinchet, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and the **Central Office for Recovery, Reconstruction, and Resiliency**¹, a division of the **PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY**², a public corporation of the Government of Puerto Rico ascribed to the Puerto Rico Fiscal Agency and Financial Advisory Authority³, created and authorized to enter into this Agreement by OE-2017-65, as amended, (the "Partner" or "COR3"), with principal offices at Banco Gubernamental de Fomento, Centro Gubernamental Minillas (Roberto Sánchez Vilella) Ave. De Diego, Pda 22, Santurce, Puerto Rico, Puerto Rico, represented herein by its Director, Ottmar J. Chavez, of legal age, married, and resident of Guaynabo, Puerto Rico⁴, collectively the "Parties".

I - RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on February 21, 2020, the Parties entered into an Interagency Agreement for the Non-Federal Match Program, previously called the FEMA Coordination Program, (hereinafter, the "**NFM Program**") for a period of thirty-six (36) months from the day of its execution, ending on February 20, 2023, for eighty nine million seven hundred eighty three thousand dollars (\$89,783,000), registered as Contract Number 2020-DR0038 (hereinafter, "the Agreement").

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.

¹ The Central Office for Recovery, Reconstruction, and Resiliency (COR3) was created pursuant to the Governor's Executive Order OE-2017-65, as amended by OE-2017-69, as a division of the Puerto Rico Public-Private Partnerships Authority (PPPA). PPPA created COR3 through Resolution 2017-39.

² The Puerto Rico Public-Private Partnerships Authority (PPPA) was created by Act No. 29-2009, as amended, as a public corporation part of the Puerto Rico Fiscal Agency and Financial Advisory Authority (PRFAFAA).

³ PRFAFAA was created by Act 2-2017, as amended.

⁴ PPPA Resolution 2019-63 authorizes COR3 to enter into this Agreement. PPPA Resolution 2019-47 authorizes Ottmar J. Chavez to execute this Agreement.

WHEREAS, it is the intention of the Parties to conform the Interagency Agreement, as amended, to the Non-Federal Match Program Guidelines and programmatic requirements.

WHEREAS, this Amendment A is not intended to affect nor does it constitute an extinguishment of the obligations of the parties under the Interagency Agreement but is rather a modification and amendment of certain terms and conditions under 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 enter into this Amendment A; and

WHEREAS, the Partner, has duly adopted the Resolution dated July 2, 2020, and with Identification No. 2020-27, authorizing the Partner to enter into this Amendment A with the PRDOH, and by signing this Amendment A, the Partner assures PRDOH that Partner shall comply with all the requirements described herein.

TERMS AND CONDITIONS

II - SAVINGS CLAUSES

The information included in this Amendment A serves the purpose of conforming the Interagency Agreement, as amended, to the NFM Program Guidelines and programmatic requirements as set forth in the sections below. All provisions of the Interagency Agreement and Amendment A shall continue to be in full force and effect.

III - SCOPE OF AMENDMENT

The PRDOH and the Partner have agreed to enter into this Amendment A with the purpose of conforming the Interagency Agreement to the NFM Program Guidelines and programmatic requirements.

IV - AMENDMENTS

- A. **Exhibit A** (*Scope of Work*) of the Agreement, is being replaced by a modified **Exhibit A** hereto incorporated by reference into the Agreement and made part of the Agreement.
- B. **Exhibit B** (*Detailed Scope of Work, Timelines and Performance Goals*) of the Agreement, is being replaced by a modified **Exhibit B** hereto incorporated by reference into the Agreement and made part of the Agreement.
- C. **Exhibit C** (*Key Personnel*) of the Agreement, is being replaced by a modified **Exhibit C** (*Key Personnel*) hereto incorporated by reference into the Agreement and made part of the Agreement.
- D. **Exhibit D** (*Budget*) of the Agreement is being replaced by a modified **Exhibit D** (*Budget*) hereto incorporated by reference into the Agreement and made part of the Agreement.
- E. **Exhibit E** (*Funds Certification*) of the Agreement is being replaced by a modified **Exhibit E** (*Funds Certification*) hereto incorporated by reference into the Agreement and made part of the Agreement.
- F. The Parties intend to replace the **General Award Information** of the Interagency Agreement, as amended, with the updated Partner Contact Information and

Fund Certification Information allocated to the Program in the non-substantial amendment to the Action Plan approved on February 24, 2020, as follows:

GENERAL AWARD INFORMATION

The award from PRDOH to the Partner contemplated hereunder is for carrying out a portion of the Federal Award described in Section I above; thus, a federal assistance relationship is created with the Partner. This Agreement shall be updated to reflect any changes to the Federal Award and the following award information.

Partner Contact Information:	<u>PO Box 195014</u> <u>San Juan, PR 00918-5014</u> <u>787-273-8209</u>
CDBG-DR Grantee Federal Award Identification Number:	PRDOH DUNS #:054115628
CDBG-DR Partner Federal Award Date:	September 20, 2018
Federal Award project description:	See Exhibits A & B for <u>Scope of Work</u>
Partner Unique Identifier:	DUNS number: <u>138613646</u>
Period of Performance:	Start Date: Effective Date, as defined in Section IV of this Agreement. End Date: (36) months from Start Date
Funds Certification:	Dated: <u>July 2, 2020</u> Amount: <u>\$27,355,383.57</u> Funds Allocation: CDBG-DR <u>B-17-DM-72-0001</u> Account Number: <u>R01121FEMA-DOH-UN / 8090-01-000</u> See Exhibit E for <u>Funds Certification</u>

G. The Parties intend to replace **SECTION VI. BUDGET, B. Indirect Costs** of the Interagency Agreement, as follows:

B. Indirect Costs

*Indirect costs invoiced, if any, must be consistent with the conditions set forth herein. Indirect costs may be charged to PRDOH under a negotiated indirect cost rate agreement with a federal cognizant agency, a de minimis indirect cost rate (for applicable entities), or an indirect cost proposal prepared in accordance with 2 C.F.R. part 200, subpart E, submitted to a federal cognizant agency, and approved by PRDOH in accordance with written policies and procedures, which shall be included in the Budget (**Exhibit D**).*

H. The Parties intend to replace the certification to be included in each Request for Reimbursements in **SECTION VII. PAYMENT, B. Requests for Reimbursements** of the Interagency Agreement, as follows:

"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized

representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."

- I. The Parties intend to replace **SECTION VIII. NOTICES** of the Interagency Agreement, as amended, with the following:

CDBG-DR Grantee:
Luis C. Fernández Trinchet, Esq., CFA
Secretary
Puerto Rico Department of Housing
606 Barbosa Avenue
Juan C. Cordero Building
Río Piedras, Puerto Rico 00918

Partner:
Ottmar J. Chavez, Director
Central Office for Recovery,
Reconstruction, and Resiliency
PO Box 195014
San Juan, P.R. 00918-5014

- J. The Parties intend to replace the fourth paragraph of **SECTION IX. AMENDMENT AND TERMINATION, A. Amendments** of the Interagency Agreement, as amended, with the following:

However, PRDOH reserves the right to notify in writing to the Partner any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

- K. The Parties intend to replace **SECTION IX. AMENDMENT AND TERMINATION, B. Suspension or Termination, 1. Termination for Cause, Paragraph a** of the Interagency Agreement, as amended, with the following:

Failure to attend mandatory technical assistance and/or training, comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, HUD guidelines, PRDOH's Program Guidelines, as applicable, and policies or directives as may become applicable at any time;

- L. The Parties intend replace the **first paragraph of ARTICLE X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, A. General Compliance** of the Interagency Agreement, with the following:

The Partner shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the

foregoing, (1) the Partner does not assume any of the PRDOH's responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. part 58 and (2) the Partner does not assume any of the PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. part 52. The Partner shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the Partner on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, Partner shall comply, without limitation, those set forth in **Attachment F**.

- M. The Parties to add a new paragraph to **ARTICLE X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, M. Client Data and Other Sensitive Information** of the Interagency Agreement, as follows:

Additionally, the Partner must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

- N. The Parties intend to amend **ARTICLE X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, V. Title VI of the Civil Rights Act of 1994 (24 C.F.R. part 1), c. Women- and Minority-Owned Businesses (W/MBE)** of the Interagency Agreement, to add a new paragraph as follows:

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Partner shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. The Partner shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. The Partner shall also document their efforts and submit those to PRDOH on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

[Remainder of page left blank intentionally]

- O. The Parties intend to replace **ARTICLE X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, Y. Conduct, 1. Subcontracts** of the Interagency Agreement, as follows:

1. Contracts

- a. *Approvals: The Partner shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the PRDOH prior to the execution of such Agreement.*
- b. *Monitoring: The Partner will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.*
- c. *Content: The Partner shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement.*
- d. *Selection Process: The Partner shall undertake to insure that all contracts awarded for the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements, as included in the CDBG-DR Procurement Manual and Contractual Requirements, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time. Executed copies of all contracts shall be forwarded to the PRDOH along with documentation concerning the selection process.*
- e. *Notification: The Partner shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution. Additionally, the Partner shall provide a copy of any and all subcontracts executed by its Contractors to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.*

- P. The Parties intend to replace **ARTICLE X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, Y. Conduct, 4. Conflict of Interest, paragraphs c and d** of the Interagency Agreement, as follows:

- c. *No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one **two (2) years** thereafter. For purposes of this paragraph, a "covered person"*

includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the Partner, or any designated public agency.

- Q. The Parties intend to amend **ARTICLE X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD** of the Interagency Agreement, to add new Subsections Z and AA, as follows:

Z. Citizen Grievances

If the Partner receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRDOH CDBG-DR Program so that PRDOH may respond appropriately.

AA. Technical Assistance and Trainings

The Partner shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

- R. The Parties intend to add a new **Article XXXVI. CDBG-DR POLICIES AND PROCEDURES**, as follows:

XXXVI. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the Partner shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

V - ASSIGNMENT OF RIGHTS

The Partner shall not assign or transfer any interest in this Amendment without the prior written consent of the PRDOH.

VI - SEVERABILITY

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

VII - SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Amendment are included for convenience only and shall not limit or otherwise affect the terms of this Agreement, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

[Remainder of page left blank intentionally]

VIII - NON-WAIVER

The PRDOH's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the PRDOH to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX - GOVERNING LAW: JURISDICTION

This Amendment shall be governed by, interpreted and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The Parties further agree to assert any claims or causes of action that may arise out of this Amendment in the Puerto Rico Court of First Instance, San Juan Part

X - 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 this Amendment 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 this Amendment shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

XI - SUBROGATION

The Partner acknowledges that funds provided through this Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Partner shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement, as amended, for any reason.

XII - COMPTROLLER REGISTRY

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

Nonetheless, on April 15, 2020, the Comptroller of Puerto Rico issued Circular Letter OC-20-20 in which the **fifteen (15) day** period to remit a copy of the agreement to the Office of the Comptroller for registration following the execution of the agreement was extended until **fifteen (15) days** after the lockdown is over.

XIII - ENTIRE AGREEMENT

This Agreement, as amended, constitutes the entire Agreement among the Parties for the use of funds received under this Agreement, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement, as amended.

XIV - FEDERAL FUNDING

The fulfillment of this Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Agreement, as amended, must be made in accordance with this Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Program,

and any other applicable laws. Further, Partner acknowledges that all funds are subject to recapture and repayment for non-compliance.

XV - RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to Partner that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, as amended, including any unapproved expenditures. Partner must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to Partner.

XVI - OVERPAYMENT

Partner shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement, as amended. Partner shall reimburse such disallowed costs from funds other than those Partner received under this Agreement.

XVII - COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

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: Luis C. Fernández Trinchet (Aug 12, 2020 19:07 EDT)
Name: Luis C. Fernández Trinchet, Esq., CFA
Title: Secretary

PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY ON BEHALF OF THE CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION, AND RESILIENCY, Partner



By: Ottmar Chavez (Aug 12, 2020 18:26 EDT)
Name: Ottmar J. Chavez
Title: Director



EXHIBIT A

SCOPE OF WORK

NON-FEDERAL MATCH PROGRAM

1. Program Overview/Background

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[Handwritten initials]

[[Hurricane Irma (EM-3384/DR-4336) and Hurricane María (DR-4339) catastrophically devastated Puerto Rico in September 2017. In response, the Federal Emergency Management Agency (FEMA) began to provide immediate Federal disaster relief assistance to address the wide range of recovery needs facing the Island. FEMA and many other Federal grant programs come with a non-Federal share or "local match" requirement that can be met with HUD CDBG-DR funds. This Interagency Agreement covers two FEMA disaster relief grant sources: FEMA Public Assistance (**PA**) and Individual Assistance (**IA**) programs. By the time work in those two programs concludes, it is anticipated that over twenty billion dollars (\$20,000,000,000) in FEMA funding will have been provided, requiring the Government of Puerto Rico, municipalities, and nonprofits to certify or provide in excess of two billion dollars (\$2,000,000,000) of non-federal share ("local match").

PRDOH established the Non-Federal Match Program (**NFMP**) to ensure that federal disaster recovery funds provided to the Government of Puerto and other eligible entities Island-wide are supplemented with CDBG-DR dollars to facilitate and guarantee recovery from Hurricanes Irma and María. For Hurricane Irma, a 25% cost share is required, and for Hurricane María, a 10% cost share is needed. PRDOH will be providing the majority of cost share for the FEMA Project Worksheets (**PWs**) associated with these disasters by working directly with eligible applicants to obtain documentation required by HUD to make the cost share payments. The primary partner to PRDOH is the Central Office for Recovery, Reconstruction and Resilience (**COR3**).

Similar to PRDOH's relationship with HUD, COR3 works directly with FEMA as the recipient agency for its grant funding, including the PA, and IA programs. To minimize the burden on applicants of providing similar documentation multiple times and make the match reimbursement process simpler for applicants, PRDOH and COR3 are closely collaborating to implement the NFMP. While PRDOH retains all recipient oversight responsibilities, COR3 will offer administrative support, including providing PRDOH with access to data and documentation that was previously provided to COR3 and FEMA by the applicants, and working with PRDOH to ensure that communication with applicants and FEMA related to the NFMP is done in a unified manner. Any

and all information provided by COR3 will be in accordance with the Non-Disclosure Agreement.]

2. National Objective

PRDOH anticipates that three (3) national objectives will be used in the NFMP. PRDOH will work with entities who are funded through this Program to evaluate the service area and determine the national objective for each project. PRDOH anticipates that the two (2) national objectives that will be used most frequently are Low-and-moderate-income (**LMI**)-area benefit and Urgent Need (**UN**).

Projects in the Program will meet of one of these national objectives:

- Benefit to **LMI** Persons (24 C.F.R. § 570.483(b))
- Urgent Need (**UN**) activities (24 C.F.R. § 570.483(d))
- Aid in prevention or elimination of Slums or Blight (**SB**) (24 C.F.R. § 570.483(c)) |

3. Program Description

PA Match

[The NFMP will provide the required non-federal match for entities who are eligible to be in the PA program. The NFMP team will utilize data and documentation that is stored in several databases maintained by FEMA and COR3. PRDOH must obtain and analyze this documentation to determine CDBG-DR eligibility and ensure compliance with record retention requirements.

Due to differing programmatic requirements between FEMA Public Assistance and CDBG-DR, PRDOH will, in some cases, need to work directly with PA applicants to obtain additional documentation that is not contained in the FEMA and COR3 systems.

FEMA's Public Assistance Program provides supplemental grants to state, tribal, territorial, and local governments, and certain types of private non-profits so that communities can quickly respond to and recover from major disasters or emergencies.

Under the PA Program, FEMA provides funding for emergency protective measures and debris removal ("emergency work") as well as permanent restoration of damaged facilities, including cost-effective hazard mitigation to protect the facilities from future damage ("permanent work.")

To facilitate the processing of PA funding, FEMA separates emergency work into two categories and permanent work into five categories based on general types of facilities. These categories and their corresponding work types are:

FEMA Public Assistance Category	Category
Category A – Debris Removal	Emergency Work
Category B – Emergency Protective Measures	Emergency Work

Category C – Roads & Bridges	Permanent Work
Category D – Water Control Facilities	Permanent Work
Category E – Building and Equipment	Permanent Work
Category F – Utilities	Permanent Work
Category G – Parks, Recreational, and Other	Permanent Work

Work completed under the Sheltering and Temporary Emergency Power (STEP) Program is included under FEMA PA as a part of Category B Emergency Work.

IA Match

The Individual Assistance Program is a portfolio of sub-programs designed to help individuals who were directly impacted by disasters.

The NFMP will only provide the match for one IA program, the Transitional Sheltering Assistance (TSA) Program. The TSA Program aided disaster survivors who were unable to return to their primary residences because their homes were either uninhabitable or inaccessible due to Hurricanes Irma or María. The displaced survivors stayed in a FEMA-selected participating hotel or motel for a limited time period, and FEMA directly paid for the cost of the rooms and taxes. The Government of Puerto Rico is required to provide a ten percent (10%) non-federal cost share for the TSA program.

4. Tasks

The NFMP has six (6) tasks or scope of work items that PRDOH and COR3 have mutually agreed upon. These areas are detailed in more depth in **Exhibit B** and summarized below:

1. **Access to Systems of Record:** COR3 providing PRDOH with direct access to FEMA specific data and documentation in accordance with the Non-Disclosure Agreement and the Privacy Act of 1974 (5 U.S.C. § 552a).
2. **Maintenance to COR3 Systems of Record:** COR3 is responsible to maintain its systems in good working order and to provide technical assistance to PRDOH related to accessing, navigating, or otherwise using its system.
3. **Access to Payment Data:** COR3 is responsible of providing PRDOH with consistent Federal and payment data.
4. **Communications:** Coordinated communication between agencies about the NFMP.
5. **Technical Assistance:** Defining roles for Program-specific Technical Assistance (TA) and direct outreach to PA Match and IA Match Applicants to ensure CDBG-DR compliance.
6. **Administrative Collaboration:** Sharing status of Federal, State and local audits, monitoring reports, or reports/inquiries from other oversight entities pertinent to the Program, promptly releasing information on any deobligations, sharing responsibility for responding to and adjudicating

Reconsideration Requests, Administrative Review Requests, and other administrative tasks, as needed.

5. Time Performance

PRDOH expects the NFMP to operate for the life of CDBG-DR grant. The time of performance under this agreement is **thirty-six (36) months**. PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of **twelve (12) months**, upon mutual written agreement of the parties. The term of this Agreement shall not exceed a period of **four (4) years**, including options for renewal or extension. More specific periods of performance for each scope of work within this agreement are shown in **Exhibit B**.

6. Budget

The NFMP will provide twenty-seven million three hundred fifty-five thousand three hundred eighty-three dollars and fifty-seven cents (\$27,355,383.57) for activities in this Interagency Agreement. Of this amount, five hundred thousand dollars (\$500,000.00) will be provided to COR3 for administrative costs, and twenty six million eight hundred fifty-five three hundred eighty-three dollars and fifty-seven cents (\$26,855,383.57) will be provided to facilitate a match reimbursement to COR3 for costs incurred by PRDOH under the Sheltering and Temporary Essential Power (**STEP**) program that were originally funded by COR3.

Additional detail on the budget for this Interagency Agreement is shown in **Exhibit D**.



EXHIBIT B DETAILED SCOPE OF WORK, TIMELINES, AND PERFORMANCE GOALS

NON-FEDERAL MATCH PROGRAM

The Non-Federal Match Program (**NFMP**) has six (6) distinct scopes of work that PRDOH and COR3 have mutually agreed upon in furtherance of a holistic and efficient Island-wide recovery. These areas are:

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1. **Access to Systems of Record**

Detailed scope items:

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- a. FEMA PA applicants provide COR3 with a substantial amount of documentation that is needed by FEMA to obligate projects and ensure program compliance. The PRDOH NFMP match team also needs this information to determine CDBG-DR eligibility. PRDOH must maintain all the documentation in its project files for HUD review and compliance, per HUD's requirements. PRDOH will have direct access to read and download documentation maintained in FEMA and COR3's databases, including the Puerto Rico Disaster Recovery System (DRS), FEMA's Grants Portal, and EMMIE ("the systems"). Information will be used in accordance with the Non-Disclosure Agreement signed by PRDOH and COR3 and the Privacy Act of 1974 (5 U.S.C. § 552a).
 - b. COR3 shall provide access to the systems to PRDOH, its designees, or its contractors associated with the NFMP, and any relevant oversight entities within **five (5) business days** of receiving an access request form from PRDOH. The parties hereby certify that on February 21, 2020 a non-disclosure agreement was signed by the parties, that such agreement is in full force and effect and that it regulates the Interagency Agreement, as amended. COR3 shall grant access to all relevant and duly authorized users requested by PRDOH. The number of users granted access shall not be limited to a specific number of users, rather the number of users to be granted access shall be commensurate with the needs of NFMP program and may increase or decrease to support program demands, monitoring needs, requests from oversight entities, or in support of relevant audits.
 - c. To ensure that both parties are aware of how the NFMP is operating, as the Program is initiated, both parties agree to hold a bi-weekly call to discuss the program, mitigate, and address any issues that may develop. **Six (6) months** after launch of the Program, both parties will

assess the effectiveness of these meetings and determine if bi-weekly calls are still needed or if they can be held on ad hoc basis.

Timeline: April 2020 - February 2023¹

Performance goals per detailed scope item:

- a. For the FEMA PA Program, COR3 will provide PRDOH with direct access to FEMA related documentation through computer systems. For the FEMA IA program, COR3 will provide information on the Transitional Sheltering Assistance program that PRDOH needs to determine eligibility, as FEMA makes such information available to COR3, so that PRDOH can prepare a match payment for this program.
- b. Adherence to the defined timeframes for granting access to systems as outlined above.
- c. Participation in bi-weekly meetings.

2. Maintenance to COR3 systems of record

Detailed scope items:

- a. COR3 shall provide support and troubleshooting services to authorized users who encounter issues with the systems of record. COR3 shall provide a response on technical issues raised by PRDOH or authorized users within **three (3) business days**.
- b. COR3 shall be responsible for maintaining its systems in good working order and is responsible for preventative maintenance, corrective maintenance, and any other maintenance required to support NFMP program operations.
- c. COR3 shall be responsible for deactivating access to the systems when an employee is no longer associated with the NFMP Program. PRDOH will confirm current authorized users with need to access the systems to COR3 once per month.

Timeline: April 2020 – February 2023²

Performance goals per detailed scope item:

- a. COR3 shall respond to any technical issues within **three (3) business days** of being notified of the issue by PRDOH.

3. Access to Payment Data

Detailed scope items:

- a. COR3 will provide payment data relating to the PA program in an electronic format that identifies the disbursed Federal Share (FEMA)

¹ The End of Term shall be the latter of (i) February 2023; (ii) the date as of which the Parties agree in writing that all Close-Out requirements have been satisfied, or where no closeout requirements are applicable to this agreement, the date as of which the Parties agree in writing that no closeout requirements are applicable hereto; or (iii) such later date as the parties may agree to in a signed amendment to this agreement.

² Id.

and, when applicable, Government of Puerto Rico payments for all Project Worksheets (PWs). Data will be provided to PRDOH in a consistent format that allows PRDOH to integrate the financial data into its systems. Payment data will be provided on a bi-weekly basis. COR3 and PRDOH staff will jointly determine the type of electronic file that the data will be received in along with what data fields will be included.

Timeline: January 2020 – February 2023³

Performance goals per detailed scope item:

- a. Provide PRDOH with access to payment data in electronic format in a consistent format on a bi-weekly basis.

4. Communications

Detailed scope items:

- a. The key to the success of the PA match program is ensuring that PA applicants know which agency to contact when they have questions about the specific programs. Questions relating to the FEMA PA program, eligibility rules, regulations, project status etc., will be routed to COR3. All questions relating specifically to the Non-Federal Match Program, CDBG-DR requirements and processes, must be routed to PRDOH.
- b. To ensure, to the greatest extent possible, this is achieved, COR3 and PRDOH jointly agree to collaborate and develop materials that both agencies will use to direct PA applicants to the appropriate granting agency. These materials, with slight modification, need to also be provided to FEMA so that FEMA does not misinform PA applicants about the program or which granting agency to contact. PRDOH and COR3 agree to begin development of these initial communication materials immediately. To ensure that as the Program is initiated and updates to communication materials occur continually, both parties agree that as part of the standing meeting between the teams, that two (2) "placeholder" items in the agenda will be established for discussion: "Communications - Internal Program Coordination - FEMA/COR3/PRDOH challenges" and "Communications - External Program Coordination - Applicant focused."
- c. COR3, working with PRDOH, agrees to schedule a kickoff meeting with FEMA Joint Recovery Office (JRO) PA staff to discuss the PA Match program. This meeting with FEMA staff will be jointly hosted with roles to be determined, but will include, at a minimum, a PowerPoint presentation for FEMA JRO PA staff to brief them on the PA Match coordination program, so that FEMA field staff are informed about the Program and to which granting agency to direct applicants when questions arise. In addition to briefing a PowerPoint, both parties

³ Id.

agree to develop a "one-page desk handout" or "cheat sheet" that FEMA attendees can maintain as a reference document. COR3 will also schedule follow-up meetings with FEMA PA staff located at the JRO on an ongoing basis as needed.

Timeline: May 2020 and June 2020

Performance goals per detailed scope item:

- a. COR3 and PRDOH will jointly collaborate to establish a workflow to ensure program-specific questions are routed to the appropriate point of contact for efficient and accurate responses.
- b. COR3 and PRDOH will collaborate and develop outreach materials that will be provided to PA applicants so that they understand how the program will operate. The materials will include handouts, contact information, and frequently asked questions (FAQs) that will assist applicants in determining who to contact if they have a question about FEMA and or HUD eligibility. These materials will include but are not limited to major areas that HUD focuses on during monitoring and oversight such as procurement, record keeping, Labor Compliance and Equal Employment Opportunity considerations for the use of CDBG-DR funds.
- c. COR3 working with PRDOH will inform FEMA JRO Staff about the NFMP PA Match program within **thirty (30) business days** of the launch of the Program. COR3 will work in coordination with PRDOH to provide materials to the FEMA staff about the program that may include handouts and presentation materials that will assist FEMA in understanding how the program will operate.

5. Technical Assistance

Detailed scope items:

- a. To ensure HUD compliance, PRDOH will work directly with PA applicants who opt-in to the PA match program providing TA on a wide range of HUD issues that could impact eligibility and the potential for PRDOH to make a match payment on the applicant's behalf. PRDOH will use processes that have been successfully employed in other disaster-declared states and will follow HUD-issued guidelines regarding what types of information needs to be shared with recipients who receive HUD funding. Technical Assistance will include, but is not limited to, working with applicants who have upcoming FEMA Category C-G work (permanent work); providing TA on Davis Bacon, Equal Opportunity Employment (EEO), and Section 3 compliance requirements; and providing TA on procurement and record keeping requirements. Once projects are in construction, PRDOH will work with applicants to ensure that other reporting and site visit monitoring requirements are met. PRDOH, as it develops materials and plans to implement TA, will share and inform COR3 about TA as a standing line item in the bi-weekly meeting agenda and, as needed, the COR3/PRDOH team agrees to meet to discuss TA topics.

- b. Document Collection. A key component of the PRDOH/COR3 working relationship is the ability for PRDOH to obtain as much CDBG-DR required documentation as possible from available databases to prevent PRDOH from burdening PA applicants with requests for the same information multiple times. In the event that HUD required documentation is not available from PRDOH, PA Match program staff will collaborate with COR3 to discuss and share documents in detail about how the PRDOH document collection teams will work. Information will be used in accordance with the Non-Disclosure Agreement signed by PRDOH and COR3.

Timeline: April 2020 - February 2023⁴

Performance goals per detailed scope item:

- a. PRDOH will work directly with applicants who participate in PRDOH PA match program, providing TA on a wide range of HUD issues that could impact eligibility. PRDOH will work with and inform COR3 about any Technical Assistance (TA) trainings that will take place at least **one (1) week** prior to any trainings, so that COR3 is aware of the trainings and can assist with materials in advance of TA taking place by PRDOH with the applicant.
- b. When HUD required documentation is not available in COR3 or FEMA's computer systems, PRDOH will obtain the needed documentation from the applicant.

6. Administrative Collaboration

Detailed scope items:

- a. Both COR3 and PRDOH are subject to Federal and State audits as a result of receiving Federal funds. COR3 will be monitored and audited by FEMA, and PRDOH will be monitored and audited by HUD. To ensure that both parties are aware of upcoming Federal audits by their respective Federal partners, COR3 and PRDOH agree to inform each other about audits. To the extent that it is necessary, PRDOH and COR3 agree to work collaboratively to satisfy any requests that occur as a result of audit or monitoring event. After the audit is concluded and when reports are finalized, both agencies also agree to inform each other about the report.
- b. In the event that PRDOH makes a match payment on a PW that COR3 or FEMA, at PA closeout or a later date, has determined needs to be "de-obligated" or have funds reduced, COR3 agrees to inform PRDOH of the reduction or de-obligation so that PRDOH and COR3 can determine a course of action to address for the match that was paid.
- c. In the event that an applicant submits a Reconsideration Request to PRDOH, the Program will assess the relationship of Reconsideration

⁴Id.

Request to the Program within **five (5) days** of its receipt. This process is necessary in order to determine if the request is tied to a FEMA-related decision or a CDBG-DR-related decision. As part of this assessment, PRDOH will need to coordinate with COR3 on any administrative review request for this Program, to determine if the request is tied to a FEMA determination. If COR3 determines that the request received is tied to a FEMA determination, the participant will be referred to COR3. The participant will then need to work through the COR3/FEMA appeals process as shown in 44 C.F.R. § 206.206. As part of the COR3 and PRDOH coordination effort and in the Interagency Agreement signed by COR3 and PRDOH, a process to address audits and other functions is described and defined. On the contrary, if the request is not tied to a FEMA determination, the NFMP will review and address the Reconsideration Request within **fifteen (15) days** of its receipt. COR3 shall provide any information required for PRDOH to respond to the Reconsideration Request within **three (3) business days** of a request for such information from PRDOH.

Timeline: April 2020 - February 2023⁵

Performance goals per detailed scope:

- a. In the event either entity is notified of an audit, the parties agree to inform each other within **fifteen (15) business days** of receipt of the audit notification and, as needed, to assist the audited entity in obtaining any required or solicited information for the audit.
- b. If PRDOH makes a match payment that COR3 determines needs to be "de-obligated" or have the overall size of the PW be reduced, COR3 will inform PRDOH of the reduction or de-obligation within **fifteen (15) business days** so that PRDOH and COR3 can determine how to best address the match payment that was provided.
- c. If a determination is made pursuant to a Reconsideration Request, the parties shall provide notice within **fifteen (15) days**. COR3 shall provide any information required for PRDOH to respond to a Reconsideration Request within **three (3) business days** of a request for such information from PRDOH.

⁵ Id.



EXHIBIT C

KEY PERSONNEL

NON-FEDERAL MATCH PROGRAM

All personnel funded through this agreement will be conducting administrative work, performed by the COR3 staff, who are completing scope of work tasks as described in **Exhibits A** and **B**. This initial allocation of funding is providing up to \$500,000 of CDBG-DR funds. PRDOH expects that this initial allocation will last for most of the NFMP duration. Expenditures made by the COR3 Finance staff must be billed to PRDOH as a reimbursable expense on an hourly basis in strict accordance with HUD record keeping requirements that PRDOH will need to certify as being in place and in HUD compliant manner prior to any funds being requested.

As both parties recognize that due to the intermittent nature of the program's needs, that differing COR3 staff maybe working on the project over the life of the project, the only key staff identified herein is the Recovery Operations Director. Instead of identifying other staff as key personnel, COR3 will provide to PRDOH job classification(s) and a roster of finance staff that may be enlisted to provide the match payment when needed.

I. **Staffing:**

Position Title	Rate per Hour
Recovery PA Operations Director ¹	\$51.46
Treasury Manager	\$32.48
Special Aid (Treasury)	\$27.00
Special Aid (Payment Processing)	\$27.00
Treasury Officer	\$19.66
Accounting Manager	\$37.61

¹ The Recovery Operations Director is the only key staff listed in this exhibit. All other staff are not considered key staff.

Payment and Processing Manager	\$37.61
Senior Attorney	\$41.54
GM Lead Manager	\$45.30
Finance Director	\$47.69
Staffing Costs Not To Exceed	\$500,000²

II. Roles Description:

Role	Description
Recovery PA Operations Director	Manages, coordinates, and oversees all activities related to NFMP. Serves as main point of contact for PRDOH.
Treasury Manager	Oversees transactions to process payment for all sub-applicants. Maintains communication with sub-applicant in regards of reimbursements and provide status of their PW.
Special Aid (Treasury)	Processes sub-applicant PW payment and notifies them the amount approved to be paid.
Special Aid (Payment Processing)	Processes and audits invoices from contractors. Ensures that each invoice is in compliance with the applicable terms and conditions. Accelerates invoices process to generate payment to contractors.
Treasury Officer	Processes sub-applicant PW payment and notifies them the amount approved to be paid.
Accounting Manager	Oversees COR3 accounting processes, financial reporting, and payroll orientation. Processes and keeps the forecast of payroll updated.
Payment and Processing Manager	Oversees COR3 contracts and ensures that each contract and invoice comply with all the terms and conditions established during the contractual process.
Senior Attorney	Oversees COR3 activities, under the direction of the Chief Legal Officer, related to complex legal transactions, identifies legal issues and provides solutions and alternatives, as well as ensures that the operations of the COR3 respond

² COR3 is authorized to invoice for any number hours for any position outlined herein, so long as no individual employee exceeds 172 hours per month without prior express written approval of/from PRDOH and so long as the overall staffing budget of \$500,000 is not exceeded over the term of this agreement.

	appropriately to any Federal or local legislative requirements.
GM Lead Manager	Reviews and processes applications of PW. Assists sub-applicant with completing the applications based on FEMA requirements. Processes pending reimbursements reports to identify the root cause.
Finance Director	Oversees COR3 Finance and Accounting area. Ensures that the Finance and Accounting areas comply and follow all applicable regulations.

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EXHIBIT D – SECTION 1

BUDGET

NON-FEDERAL MATCH PROGRAM

DESCRIPTION OF SERVICES

The NFMP will provide twenty-seven million three hundred fifty-five thousand three hundred eighty-three dollars and fifty-seven cents (\$27,355,383.57) for activities in this Interagency Agreement. Of this amount, five hundred thousand dollars (\$500,000.00) will be provided to COR3 for administrative costs, and twenty six million eight hundred fifty-five three hundred eighty-three dollars and fifty-seven cents (\$26,855,383.57) will be provided to facilitate a match reimbursement to COR3 for costs incurred by PRDOH under the Sheltering and Temporary Essential Power (**STEP**) program that were originally funded by COR3.

The budget for the NFMP is primarily dedicated toward facilitating a drawdown of CDBG-DR funds to support a match payment for the Sheltering and Temporary Essential Power (**STEP**) Program. The remaining five hundred thousand dollars (\$500,000) is budgeted for administrative costs for COR3 staff accomplishing scope of work tasks identified in **Exhibits A** and **B**. For the Individual Assistance (IA) Match Program, since there is only a single payment that PRDOH will make, no administrative or activity delivery costs funding is needed.

The PRDOH Non-Federal Match Program will utilize data provided by FEMA and COR3 for the PA and IA program to determine HUD eligibility, creating a project file with sufficient supporting documentation that will allow PRDOH to submit a request for CDBG-DR funds.

Activity Delivery Costs – COR3 and PRDOH have agreed that Activity Delivery costs are needed for this Program. PRDOH and COR3 have agreed to provide the amount of five hundred thousand dollars (\$500,000), for hourly work that the COR3 staff will perform.

Planning - No Planning Costs are provided for this program, as FEMA has obligated projects through the PA program via project worksheets (PWs) to each applicant. The NFMP also only provides the match, or non-Federal share reimbursement, for work that has been performed by eligible applicants, so planning-related activities have already occurred.

Project Costs - COR3 and PRDOH have agreed that twenty-six million eight hundred fifty-five three hundred eighty-three dollars and fifty-seven cents (\$26,855,383.57) of the CDBG-DR funds requested for the NFMP will be directed toward Project Costs. Project Costs will be used as the local match for the STEP program's current non-Federal share. PRDOH will use the HUD National Objective of Urgent Need in conjunction with the STEP program.

For the IA Program and the STEP match payment, PRDOH will use the eligible activity of Public Services, 105(a) (8), in addition to the Non-Federal share eligible activity 105(a) (9).

Administrative Costs- COR3 and PRDOH have agreed no Administrative Costs.

Outside of COR3 assistance to PRDOH through its scope of services, PRDOH will perform all eligibility reviews. PRDOH will also obtain and collect documentation from FEMA and COR3 data sources and, as needed, will contact applicants for additional documentation. PRDOH also has the primary responsibility to engage with applicants in the Program and to provide Technical Assistance (TA), even though close coordination is required with COR3.

Grant: CDBG-DR			
Contractor: Central Office of Recovery, Reconstruction & Resilience (COR3)			
Program: FEMA coordination			
DRGR Activity Code: R01121FEM-DOH			
Cost Type	Chart of Accounts Code	Activity Description	CONTRACT Budget
PROJECT			\$ 27,355,383.57
Project			
STEP Payment			\$26,855,383.57
TOTAL COSTS			\$ 26,855,383.57
PROJECT ACTIVITY DELIVERY COSTS			
COR3 Staff			\$ 500,000.00
TOTAL COSTS			\$ 500,000.00
GRAND TOTAL			\$ 27,355,383.57

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Budget Detail

FEMA Coordination

Subrecipient Name: Central Office of Recovery, Reconstruction & Resilience (COR3)

STAFFING

Position*	Qty. of Resources [A]	Hourly Rate [C]
Recovery PA Operations Director	1	\$51.46
Treasury Manager	1	\$32.48
Special Aid (Treasury)	1	\$27.00
Special Aid (Payment Processing)	1	\$27.00
Treasury Officer	1	\$19.66
Accounting Manager	1	\$37.61
Payment and Processing Manager	1	\$37.61
Senior Attorney	1	\$41.54
GM Lead Manager	1	\$45.30
Finance Director	1	\$47.69
*Shall not exceed 172 hours per month		
Maximum Total Cost for 3 Years (36 months): \$500,000.00		

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GOBIERNO DE PUERTO RICO
 Departamento de la Vivienda

July 2, 2020

Maytte Texidor López, Esq.
 Legal Director CDBG-DR
 Puerto Rico Department of Housing

Félix Hernández Cabán, MBA, CFE, JD
 Director of Disaster Recovery Finance CDBG-DR
 Puerto Rico Department of Housing

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César A. Candelario Candelario
 Budget Manager CDBG-DR
 Puerto Rico Department of Housing

RE-CERTIFICATION OF FUNDS FOR AMENDMENT TO INTERAGENCY AGREEMENT (MOU) BETWEEN PRDOH AND CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION AND RESILIENCY (COR3) FOR THE FEMA COORDINATION PROGRAM RELATED TO THE CDBG-DR FUNDS

As requested by the Deputy Director-Contract Administration for CDBG-DR, we re-certify the availability of funds for **\$27,355,383.57** corresponding to "Amendment to interagency agreement (MOU) between PRDOH and COR3 for the FEMA Coordination Program". These funds are part of the **CDBG-DR Grant "B-17-DM-72-0001"**.

The breakdown of the certified funds is as follows:

Category	Agency Number	Description	CEM Number	Amount Certified	Revised Amount
Infrastructure	R01121FEMA-DOH-LM	FEMA Coordination Program	6090-01-000	\$62,848,100.00	\$ 0.00
	R01121FEMA-DOH-UN			26,934,900.00	27,355,383.57
				\$27,355,383.57	\$27,355,383.57

As of today, records show payments to subrecipient for \$20,390,899.34. The General Ledger account is provisional and will be revised when the amendment is executed with the final budget distribution. These changes will not affect the invoice payment process.

If you have any questions or comments, please call me at (787)274-2527.

FHC/CCC/ac











Amendment A COR3 08042020

Final Audit Report

2020-08-12

Created:	2020-08-10
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACmeYOxloA_mc_ZYSbbv8rS0kqz3R5yre

"Amendment A COR3 08042020" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
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-  Document emailed to Ottmar Chavez (ottmar.chavez@cor3.pr.gov) for signature
2020-08-10 - 5:17:13 PM GMT
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-  Signed document emailed to Nathalia Rivera (natrivera@cor3.pr.gov), Shirley Birriel Osorio (sbirriel@vivienda.pr.gov), Joel Hernandez Alvarado (jhernandez@vivienda.pr.gov), aacevedo@vivienda.pr.gov, and 6 more
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