



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

**AMENDMENT B TO THE AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
FOUNDATION FOR PUERTO RICO**



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This **Amendment B** to the **SUBRECIPIENT AGREEMENT** (hereinafter, the "**Amendment B**") is entered into this 19 day of April, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (the "**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **FOUNDATION FOR PUERTO RICO, INC.** (the "**Subrecipient**") (collectively with PRDOH, the "**Parties**"), a charitable organization under Section 1101.01 (a)(2)(A) of the Puerto Rico Internal Revenue Code and public charity under Section 501 (c)(3) of the United States Internal Revenue Code with principal offices at 1500 Calle Antosanti, Suite K-Collaboratory, San Juan, Puerto Rico, represented herein by its President, Annie Mayol Del Valle, of legal age, married, and resident of Guaynabo, Puerto Rico.

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on December 28, 2018, the Parties executed a Memorandum of Understanding, which was registered under Contract No. 2019-000064, for a term of thirty-six (36) months, ending in December 31, 2021. The PRDOH made available **THIRTY SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$37,500,000.00)** to the Subrecipient to undertake the Whole Community Resilience Planning Program (hereinafter, WCRP or "**the Program**"). The focus of the Program is the development of comprehensive community recovery plans, which will allow eligible communities to develop policy, planning, and management capacity so that they may, more rationally and effectively, determine their needs, set long-term goals and short-term objectives, devise programs in accomplishing these goals and objectives, and carry out management, coordination and monitoring of activities necessary for effective planning implementation;

**WHEREAS**, the Parties agreed to modify the Memorandum of Understanding via Amendment A, Contract No. 2019-000064A, executed on October 3, 2019. In summary, the Amendment A served the purpose of: renaming the Memorandum of Understanding to a Subrecipient Agreement (hereinafter, "**the Agreement**"); incorporating, replacing, removing, and renumbering the Exhibits A through F incorporated by reference to the original Agreement; as well as incorporating, modifying, and amending multiple terms and conditions of the Agreement;

**WHEREAS**, as per Section VII (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**, the Parties acknowledge and agree that this Amendment B is not intended to affect nor does it constitute an extinctive novation of the obligations of the parties under the Agreement, but it is rather an amendment of certain terms and conditions under the

Agreement, as well as a modification of the **Exhibit B, Exhibit C, Exhibit D, and Exhibit E** attached to the aforementioned Agreement;

**WHEREAS**, the Parties acknowledge that this Amendment B reflects a reduction of the original budget allocated to the Subrecipient to undertake the Program. The Parties also acknowledge that, via this Amendment B, the Subrecipient has been allocated three million eight hundred fifty-eight thousand nine hundred sixteen dollars and twenty-seven cents (\$3,858,916.27) to complete its tasks and obligations until the end of term of the Agreement.

**WHEREAS**, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, as amended, *supra*, the federal laws and regulations creating and allocating funds to the CDBG-DR program and the current Action Plan, to issue and award the subaward, enter and perform under this Agreement; and

**WHEREAS**, the Subrecipient has duly adopted the Resolution dated December 27, 2018 authorizing the Foundation for Puerto Rico (via its authorized representative, Annie Mayol Del Valle) to enter into this Agreement with the PRDOH, and by signing this Agreement, the Subrecipient assures PRDOH that it shall comply with all the requirements described herein.

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

**TERMS AND CONDITIONS**

**I. SAVINGS CLAUSES**

The information included in this Amendment B serves the purpose of modifying and amending certain terms and conditions under the Agreement, including any modified Exhibits and Budget. All provisions of the original Agreement shall continue to be in full force and effect, as amended by this Amendment B.

**II. ATTACHMENT**

The information included in this Amendment B serves the purpose of modifying multiple sections and clauses contained in the Agreement as well as the **Exhibit B, Exhibit C, Exhibit D, and Exhibit E** incorporated by reference to the Agreement.

**III. SCOPE OF AMENDMENT**

The Parties have agreed to enter into this Amendment B with the purpose of modifying the following Agreement exhibits: Scope of Services, Timelines and Performance Goals, Key Personnel, and Budget; modifying multiple sections and clauses of the Agreement as well as conforming the Agreement to several federal and state regulations and statutes.

**IV. AMENDMENTS**

- a. The Parties intend to amend **GENERAL AWARD INFORMATION** of the Subrecipient Agreement, as follows:

CDBG-DR Grantee Federal Award Identification Number:	PRDOH DUNS #: 054115628
CDBG-DR Grantee Federal Award Date:	September 20, 2018
Federal Award project description:	See <b>Exhibit B</b> for <u>Scope of Services</u>
Subrecipient Contact Information:	Annie Mayol Del Valle, President

	Foundation for Puerto Rico 1500 Calle Antosanti Suite K- Collaboratory San Juan, PR 00912-3150
Subrecipient Unique Identifier:	DUNS: 079405384
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section III of the Agreement. End Date: December 31, 2021
Funds Certification:	Dated: April 6, 2021 Authorized Amount: \$3,858,916.27 Funds Allocation: CDBG-DR "R01P02CRP-FPR-NA" Account Number: 6090-01-000 See <b>Exhibit G</b> for Funds Certification

  
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- b. The following Exhibits are being replaced by a modified Exhibit:
- i. **Exhibit B** (Scope of Services) of the Agreement is being replaced by a modified **Exhibit B** (Scope of Services) hereto incorporated by reference into the Agreement. (See **Attachment 1**)
  - ii. **Exhibit C** (Timelines and Performance Goals) of the Agreement, is being replaced by a modified **Exhibit C** (Timelines and Performance Goals) hereto incorporated by reference into the Agreement and made part of the Agreement. (See **Attachment 2**)
  - iii. **Exhibit D** (Key Personnel) of the Agreement is being replaced by a modified **Exhibit D** (Key Personnel) hereto incorporated by reference into the Agreement and made part of the Agreement. (See **Attachment 3**)
  - iv. **Exhibit E** (Budget) of the Agreement is being replaced by a modified **Exhibit E** (Budget) hereto incorporated by reference into the Agreement and made part of the Agreement. The modified Exhibit E reflects the reduction of budget to three million eight hundred fifty-eight thousand nine hundred sixteen dollars and twenty-seven cents (\$3,858,916.27) allocated to the Subrecipient. (See **Attachment 4**)
- c. **Exhibit G** (Funds Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement. The aforementioned Exhibit establishes the modified amount of funds allocated to the Subrecipient to continue undertaking the Program until the end of term of the Agreement. (See **Attachment 5**)
- d. The Parties intend to amend **SECTION I. SCOPE OF SERVICES** to incorporate the following clause:

*F. Nonperformance Standard*

*If at the end of the six (6) months from the Effective Date, as defined in Section III of this Agreement, the Program activity has not begun or at any time during the term the Program activity has not accomplished the performance objectives set forth by the PRDOH in **Exhibit C** ("Timelines and Performance Goals"), the PRDOH, may, at its sole discretion, as established on Section VII (B)(1) of this Agreement; terminate this Agreement, de-obligate funds made available under this agreement, and/or recapture funds previously expended by the Subrecipient under this agreement from non-federal funds . No contract extensions shall be granted unless the Subrecipient can document circumstances beyond its control that prevented start of the activity. The PRDOH shall review the properly filed and documented circumstances which are alleged to have prevented the*

  
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*initiation of activity and exclusively reserves the right to decide in good faith, relative to the reasons stated as well as the prevailing circumstances.*

- e. The Parties intend to amend **SECTION III. EFFECTIVE DATE AND TERM**, in order to modify, **A. Contract Extensions** clause, as follows:

A. Contract Extensions:

*PRDOH may, at its sole discretion, extend the Agreement's term for additional terms, upon mutual written agreement of the Parties. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the term of this Agreement cannot exceed the extension.*

- f. The Parties intend to amend **Section IV. Budget, A. Program Income** clause, of the Agreement as follows:

A. Program Income

*PRDOH reserves the right to authorize the Subrecipient to retain Program Income<sup>1</sup> to be used in eligible program activities as described in this Agreement. The Subrecipient shall notify PRDOH, within **three (3) business days** of receipt, of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income (as defined at 24 C.F.R. § 570.500) generated by activities carried out with the CDBG-DR Funds must be returned to PRDOH if retention of such is not previously authorized by PRDOH. Program Income is subject to all applicable CDBG-DR laws, regulations and PRDOH's policies and procedures for so long as it exists. Any interest earned on cash advances from the U.S. Treasury or interest paid on CDBG funds held in a revolving fund account is not Program Income and shall be remitted promptly to the PRDOH for transmittal to the U.S. Treasury no less frequently than annually.*

*All Program assets, other than Program Income (property, equipment, etc.), if any, shall revert to PRDOH upon termination of this Agreement in accordance with applicable Federal, laws, regulations, HUD Notices, policies, and guidelines.*

*PRDOH will later notify the Subrecipient in writing the applicable procedures for the return or reversion of Program Income and Program assets to the*

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<sup>1</sup> Footnote included with the amended clause:

As defined in section VI(A)(19)(a) of the HUD Notice 83 Fed. Reg. 5844, 5856 (February 9, 2018, as may be amended by HUD), Program Income is:

*[...] gross income generated from the use of CDBG-DR funds, except as provided in subparagraph (d) of this paragraph, and received by a State or a Subrecipient of a State."*

*[...]*

*Program income includes, but is not limited to, the following: (a) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG-DR funds; (b) Proceeds from the disposition of equipment purchased with CDBG-DR funds; (c) Gross income from the use or rental of real or personal property acquired by a State, local government, or Subrecipient thereof with CDBG-DR funds, less costs incidental to generation of the income (i.e., net income); (d) Net income from the use or rental of real property owned by a State, local government, or Subrecipient thereof, that was constructed or improved with CDBG-DR funds; (e) Payments of principal and interest on loans made using CDBG-DR funds; (f) Proceeds from the sale of loans made with CDBG-DR funds; (g) Proceeds from the sale of obligations secured by loans made with CDBG-DR funds; (h) Interest earned on program income pending disposition of the income, including interest earned on funds held in a revolving fund account; (i) Funds collected through special assessments made against nonresidential properties and properties owned and occupied by households not low- and moderate-income, where the special assessments are used to recover all or part of the CDBG-DR portion of a public improvement; (j) Gross income paid to a State, local government, or a Subrecipient thereof, from the ownership interest in a for profit entity in which the income is in return for the provision of CDBG-DR assistance.*

  
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PRDOH, and such notification shall be deemed incorporated by reference to this Agreement.

- g. The Parties intend to amend **Section VII, B. Termination, 7. Period of Transition** clause as follows:

*7. Period of Transition*

Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), Subrecipient agrees to make itself available to assist the PRDOH with the transition of services assigned to Subrecipient by the PRDOH. Subrecipient shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the Subrecipient will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

- h. The Parties intend to amend **Section VIII. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, P. Single Audit** clause as follows:

*P. Single Audit*

The Subrecipient must be audited as required by 2 C.F.R. part 200, subpart F, when the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. §200.501 - Audit requirements. Once said threshold is reached or exceeded, the Subrecipient shall notify the PRDOH and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The Subrecipient shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. §200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. §200.512 - Report submission, as stated in 2 C.F.R. §200.508(a) – Auditee responsibilities.

Among other relevant provisions, the Subrecipient shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

- i. The Parties intend to amend the **Section VIII. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, T. Nondiscrimination** clause of the Subrecipient Agreement, as follows:

*T. Nondiscrimination*

The Subrecipient shall comply with 24 C.F.R. part 6, which implements the provisions of section 109 of title I of the Housing and Community

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Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. part 146, which implement the Age Discrimination Act for HUD programs.

The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.

- j. The Parties intend to amend **Section VIII. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, V. Title VI of the Civil Rights Act of 1964 (24 C.F.R. part 1), 3. Women – and Minority-Owned Businesses (W/MBE)** clause of the Agreement, to incorporate the following paragraph to the beforementioned clause:

3. Women-and Minority-Owned Businesses (W/MBE)  
[...]

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Subrecipient shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. Subrecipient shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. Subrecipient 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](http://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.

- k. The Parties intend to amend the **Section VIII. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Y. Conduct, 1. Subcontracts** clause, to incorporate the following paragraph to the beforementioned clause:

[...]

- e. Notification: The Subrecipient 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 Subrecipient shall

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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.

- I. The Parties intend to amend **Section VIII. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, to incorporate the following clauses to the beforementioned section:

Z. Citizen Grievances

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

BB. Disaster Relief Account

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. §200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRDOH to its Subrecipients shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the Subrecipient. The funds shall be used solely for eligible activities. Further, the Subrecipient shall provide and make available to PRDOH any and all documentation related to such account.

- m. The Parties agree to incorporate the following as **Section IX** of the Agreement:

IX. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the Grantee shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Subrecipient Management Policy, 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](http://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.

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- n. The Parties agree to incorporate the following as **Section X** of the Agreement:

X. FORCE MAJEURE

*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 Subrecipient shall be liable to the other party for nonperformance during the conditions created by such event.*

*The Subrecipient shall notify, as soon as possible, the PRDOH of the occurrence of the Force Majeure event and describe in reasonable detail, the nature of the Force Majeure event.*

- o. The Parties agree that the existing Section IX of the Agreement shall be renumbered as **Section XI. INDEPENDENT CONTRACTOR**. Consequently, the sections following the aforementioned are renumbered sequentially as follows:

XII. ASSIGNMENT  
[...]

XIII. SEVERABILITY  
[...]

XIV. SECTION HEADINGS AND SUBHEADINGS  
[...]

- p. The Parties agree to incorporate the following as **Section XV** of the Agreement:

XV. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS

A. Consolidation or Merger

*In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.*

*Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal*

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circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

- q. The Parties agree to rename and renumber existing clause XIII. WAIVER to **XVI. NON-WAIVER.**
- r. The Parties agree to incorporate the following as **Section XVII** of the Agreement:

XVII. BANKRUPTCY

In the event that Subrecipient files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void and terminate this Agreement without notice.

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- s. The Parties agree that the sections following the aforementioned section are renumbered sequentially as follows:

XVIII. GOVERNING LAW JURISDICTION  
[...]

XIX. COMPLIANCE WITH LAW  
[...]

XX. SUBROGATION  
[...]

XXI. COMPTROLLER REGISTRY  
[...]

XXII. ENTIRE AGREEMENT  
[...]

- t. The Parties agree to incorporate the following sections to the Agreement:

XXIII. FEDERAL FUNDING

The fulfillment of this Agreement is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Agreement must be made in accordance with this Agreement, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for non-compliance.

XXIV. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to Subrecipient 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, including any unapproved expenditures. Subrecipient must refund such recaptured payments within thirty (30) days after the PRDOH issues notice of recapture to Subrecipient.

XXV. OVERPAYMENT

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

XXVI. COUNTERPARTS

This Agreement 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 Agreement is not executed by the PRDOH within thirty (30) days of execution by the other party, this Agreement shall be null and void.

XXVII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding,

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*recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.*

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## **V. SEVERABILITY**

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

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## **VI. SECTION HEADINGS AND SUBHEADINGS**

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

## **VII. COMPTROLLER REGISTRY**

The PRDOH shall remit a copy of this Amendment B to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment B and any subsequent amendment hereto. The services object of this Amendment B may not be invoiced or paid until this Amendment B has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

## **VIII. 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.

## **IX. 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURES APPEAR ON THE FOLLOWING PAGE.**

IN WITNESS THEREOF, the Parties hereto execute this Amendment B in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee

William O. Rodríguez Rodríguez  
By: William O. Rodríguez Rodríguez (Apr 19, 2021 13:58 EDT)  
Name: William O. Rodríguez Rodríguez, Esq.  
Title: Secretary

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FOUNDATION FOR PUERTO RICO, Subrecipient

Annie Mayol  
By: Annie Mayol (Apr 15, 2021 09:18 EDT)  
Name: Annie Mayol Del Valle  
Title: President and COO  
DUNS: 079405384

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## EXHIBIT B

### SCOPE OF SERVICES

### WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM

#### 1. Program Overview/Background.

In September 2017 communities across Puerto Rico were severely impacted by hurricanes Irma and María. Puerto Rico's recovery will require innovative and long-term community and regional resilience planning to ensure that recovery solutions embody holistic and inclusive long-term adaptation strategies. It is the goal of Puerto Rico to develop recovery strategies that not only protect life and property from future hazards, but more fundamentally, promote an inclusive and participatory recovery process that enables all residents to realize the benefits of revitalized communities. This outcome-oriented community planning is critical in the disadvantaged and recovering communities across the Islands.

The Whole Community Resilience Planning (WCRP) Program exists to respond to current and future community needs in the Disaster Impact Areas (DIA) of federally declared disasters: FEMA-4336-DR, FEMA-4339-DR. This area encompasses all of Puerto Rico.

#### 2. National Objective

Funds being used for planning activities for the development of community plans are part of the 20% planning and administrative cap of CDBG funds. Funds expended for planning are considered to address national objectives requirements [See Vol. 83, No. 28 (February 9, 2018), 83 FR 5844 and 24 C.F.R. § 570.208(d)(4)].

#### 3. Program Description

The purpose of the WCRP Program is to develop and make accessible to communities within Puerto Rico a suite of resilience tools designed to support data-driven decision-making, and to develop comprehensive Community Resilience Plans (CRPs) with and for vulnerable communities.

The goals of the WCRP Program will be supported by the Subrecipient through the following three (3) components. Each component has associated activities contained within and described in more detail in Exhibit C, Timeline and Performance Goals. Components are as follows:

1. **Resilience Tools:** The Subrecipient will develop and facilitate access to educational material and resilience tools. These tools include a Social Capital Map, Risk and

Vulnerability Indicators maps, and a Community Resilience Webpage. These tools will facilitate access to information regarding risk, vulnerability, and resilience across six (6) core areas: housing, infrastructure, economic development, health, environment, and education.

2. **Stakeholder Engagement:**

The Subrecipient will develop strategies to facilitate inclusion of high-risk communities in the WCRP Program and provide educational opportunities relevant to program participants. The goal of outreach is to provide information about the WCRP Program and promote the NOFA opportunity. The goal of the educational activities is to empower participants to understand how issues such as community resilience, planning, risks, hazards and vulnerabilities, resilience and mitigation best practices, and other associated topics are able to enhance their resilience.

3. **Technical Assistance:** The Subrecipient will assist PRDOH in the development of a Planning Framework and CRP Template. Subrecipient will also contribute to the development of the Program’s Notice of Funding Availability (NOFA) and the evaluation and selection of applicants. Subrecipient will also provide technical assistance to awarded applicants and to PRDOH as needed.

4. **Tasks**

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

The tasks and activities under this Program will be managed by Foundation for Puerto Rico (FPR) as Subrecipient of PRDOH. Consistent with the requirements of this Agreement, FPR shall be reimbursed for any Eligible Costs incurred in carrying out program activities within eligible budget amounts.

4.1 Office Logistics

- 4.1.1 Secure office space and necessary equipment for these offices to function, as necessary. Office spaces must be suitable for the services to be provided, and provide required visitor amenities such as on-site parking, rest rooms, and comply with ADA accessibility requirements.
- 4.1.2 Provide and secure equipment and technologies required to support remote or virtual program operations (which may include items such as laptop computers and WiFi devices).

4.2 Project/Agreement Management

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- 4.2.1** Create, maintain, and control project plan which includes clear critical path, task dependencies, identified slack, resource allocation (including human and other resources), and activity status.
- 4.2.2** Work closely with PRDOH to ensure timely delivery of Program activities, in accordance with an agreed upon Program Schedule and Exhibit C, Timelines and Performance goals.

#### STAFFING

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

#### BUDGET MANAGEMENT AND INVOICING

- 4.2.6** Manage agreed upon program budget included herein. Any variances or expected variances which would cause significant impacts on the program must be reported to PRDOH along with recommended corrective action.
- 4.2.7** Conduct pre-audit of monthly certifications for payments review and approval. Submit request for funds to PRDOH and disburse monthly certifications for payment.

#### PERFORMANCE

- 4.2.8** Establish, communicate, and enforce standard, efficient, and streamlined processes and strategies to support delivery of program goals, risk management, quality assurance, stakeholder management, and change management.
- 4.2.9** Engage in total quality management practices to regularly evaluate effectiveness of established processes and implement change when needed. Processes may be subject to PRDOH review and approval.
- 4.2.10** Monitor and control team performance (including all staff and vendors under the Subrecipient's direct and indirect supervision) in accordance with established performance goals, regulatory compliance, and quality standards.
- 4.2.11** Recommend corrective action and/or performance plan for underperforming team members, subcontractors, vendors, or other staff.

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## MONITORING AND COMPLIANCE

- 4.2.12** Implement the Program in a compliant manner, per HUD and PRDOH CDBG-DR regulations, policies, procedures, and all applicable state, local and federal regulations.
- 4.2.13** Maintain a complete understanding of all applicable Program policies, requirements, procedures, guidelines; possess knowledge of regulatory and statutory compliance requirements for CDBG-DR and similar programs/projects. Ensure all program participants, including applicant-entities, vendors, and stakeholders are aware of all policy changes.
- 4.2.14** Lead and review all program monitoring activities to prepare and present reports, data, documents, or other information as required by the PRDOH, HUD, the U.S. Office of Inspector General (OIG), or other oversight entities.
- 4.2.15** Regularly communicate potential risks, issues, and statuses with PRDOH, in the manner they arise.
- 4.2.16** Engrain transparent, regular reporting to ensure stakeholders of all levels and importance remain informed and empowered to make decisions and report on issues such as, but not limited to: risk, program progress, milestones achieved, performance issues, program successes, compliance concerns, and program demographics.

## 4.3 Document Control and Management

- 4.3.1** In accordance with HUD regulations, follow the records retention requirements, which includes: financial records, supporting documents, statistical records and all other pertinent records. Following PRDOH CDBG-DR Recordkeeping Policy, records must be maintained for five (5) years.
- 4.3.2** Maintain a clearly defined process for acquiring, organizing, storing, retrieving and reporting on financial records and project and activity records.
- 4.3.3** Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, correspondence, training material, policies and procedures, and other documents or materials as may be required.
- 4.3.4** Establish and maintain protocols for physical file management, as applicable, to include, among other things, access to a file, tracking of location and possession of a file.

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- 4.3.5** Ensure all project information and documentation is available at all times in the system of record.
- 4.3.6** Must provide all relevant documents in both English and Spanish language.
- 4.3.7** Any systems, tools, or technology provided must meet Personal Identifiable Information (PII) requirements as outlined in the Privacy Act of 1974, 5 U.S.C. § 552a (Privacy Act), 24 CFR Part 5, and PRDOH policy for protection of PII.
- 4.3.8** Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-DR grants. At a minimum, the following records are required:
- 4.3.8.1 Records providing full description of each activity;
  - 4.3.8.2 Records verifying that activity meets national and grant objectives, as applicable;
  - 4.3.8.3 Records related to demonstrating eligibility of activities;
  - 4.3.8.4 Records required to document activity related to real property;
  - 4.3.8.5 Records documenting compliance with Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing and Urban Development Act of 1968, fair housing and equal opportunity requirement, as applicable;
  - 4.3.8.6 Financial records and reports required by the Program; and
  - 4.3.8.7 Records supporting any specific requirements of the Program or the CDBG-DR allocations.
- 4.3.9** Any other task necessary for the proper document control management.

#### 4.4 Program Development

- 4.4.1** Develop and implement policies, strategies, guides and/or templates required for the implementation and administration of the Tasks and Activities contained within this SRA (i.e. Outreach Strategy, Planning Framework, Community Resilience Plan Template, Standard Operating Procedures (SOPs), Forms, Contracts, Correspondence, Applications, etc.), as applicable and as requested by PRDOH.
- 4.4.2** Conduct micro or small purchase procurement, as needed for successful implementation and administration of the Tasks and Activities contained within this SRA. All procurement must be done in accordance with the latest version of the PRDOH Procurement

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Manual for CDBG-DR Programs and incorporate feedback and requirements articulated by the PRDOH Procurement staff.

- 4.4.3** Publish programmatic information as determined by PRDOH and required by program needs (e.g. training material, outreach material, etc.).
- 4.4.4** Provide PRDOH with required documentation and information as specified in Federal Register Vol. 83, No. 28 (83 FR 5844) for posting on PRDOH Disaster Recovery Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)). Provision of non-essential information (when requested) such as bulletins, newsletters, or marketing materials for publication on PRDOH Disaster Recovery Website.

#### 4.5 Accounting and Reporting

- 4.5.1** Subrecipient shall adhere to PRDOH's financial management policies and procedures as outlined in its manual, the Program Guidelines, or policies and procedures for this Program, including but not limited to:
- 4.5.2** Account and reporting of uses of CDBG-DR funds, including but not limited to information on National Objectives met, beneficiary demographics, and project completion status.
- 4.5.3** Maintain System of Records as previously detailed herein.
- 4.5.4** Submit regular Monthly Progress Reports and ad-hoc reports, as necessary, to PRDOH, in the form and with the content specified and required by PRDOH, in the frequency or form determined by PRDOH at the moment of request.
- 4.5.5** Follow monitoring policies and procedures as directed by PRDOH.
- 4.5.6** Provide status reports on a regular basis to keep PRDOH informed of progress.
- 4.5.7** As requested, meet with PRDOH to discuss the status of the program, and any other issues that may have arisen during the administration of the assigned Program.
- 4.5.8** Provide PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
- 4.5.9** Report on information that includes project activity deemed critical by the PRDOH.
- 4.5.10** Compile and review information necessary to prepare reports required under HUD regulations.
- 4.5.11** Reconcile with the PRDOH, on an established periodic basis, a complete inventory of all items furnished by the PRDOH or funded by

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the CDBG-DR grant, including items such as: equipment, furniture, computers, phones, laptops, network printers, network equipment, software licenses, etc., if applicable.

- 4.5.12** Review and submit recommendations for approval of CDBG-DR funding requests if needed.

#### 4.6 Program Closeout

- 4.6.1** Ensure that all program funding has been expended as stipulated in terms of grant agreement and suppliers have completed all tasks required by the award to the applicant.
- 4.6.2** Ensure that all applicable PRDOH quality control reviews have been completed.
- 4.6.3** Ensure that all supporting documentation, information, and log of communications is included in the program file.
- 4.6.4** Ensure compliance with 2 C.F.R. 200 Subpart F, 24 C.F.R. 570.509, CPD Closeout Notices, and PRDOH CDBG-DR Closeout Process, as may be applicable.

### 5. Time Performance

All program activities, including closeout, must be concluded as per the term stated in the Agreement.

### 6. Budget

Per the Action Plan approved, the Program has a designated total budget of \$3,858,916.27 to be funded by CDBG-DR.

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## EXHIBIT C

# TIMELINES AND PERFORMANCE GOALS

## WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM

### 1. PROGRAM OBJECTIVE:

The WCRP Program main objective is to develop comprehensive community resilience plans (**CRPs**) with and for vulnerable communities that will allow communities to determine their needs, identify solutions, and develop projects, programs and policies necessary to increase their resilience.

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### 2. KEY COMPONENTS:

The WCRP Program will be supported by the Subrecipient through three (3) program components. Each component has associated activities contained within and described in more detail below. Components are as follows:

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- 1. Resilience Tools:** The Subrecipient will develop and facilitate access to educational material and resilience tools. These tools include a Social Capital Map, Risk and Vulnerability Indicators maps, and a Community Resilience Webpage. These tools will facilitate access to information regarding risk, vulnerability, and resilience across six (6) core areas: economic development, education, environment, health, housing, and infrastructure.
- 2. Stakeholder Engagement:** The Subrecipient will develop strategies to facilitate inclusion of high-risk communities in the WCRP Program and provide educational opportunities relevant to program participants. The goal of outreach is to provide information about the WCRP Program and promote the NOFA opportunity. The goal of the educational activities is to empower participants to understand how issues such as community resilience, planning, risks, hazards and vulnerabilities, resilience and mitigation best practices, and other associated topics are able to enhance their resilience.
- 3. Technical Assistance:** The Subrecipient will assist PRDOH in the development of a Planning Framework and CRP Template. Subrecipient will also contribute to the development of the Program's Notice of Funding Availability (NOFA) and the evaluation and selection of applicants. Subrecipient will also provide technical assistance to awarded applicants and to PRDOH as needed.

### 3. TERMS:

- **Key Component** – The major objectives the Program wants to achieve
- **Key Activity** – The activities necessary to carry out the Objective.
- **Indicator** – The quantitative method used to demonstrate that the Key Activities have been performed.
- **Source of Verification** – The documentation used to verify that the Indicators have been met, and thus the activities are complete.
- **Target** – The minimum goal for each of the Indicators. Targets represent the minimum effort required for the activity to be considered "successful".
- **Timeframe** – The required completion timeframe for each activity.

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4. TIMELINES & PERFORMANCE GOALS

KEY COMPONENT #1: RESILIENCE TOOLS

KEY COMPONENT	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	MINIMUM TARGETS	TIMEFRAME
1. Resilience Tools	1.1 Create and manage Working Group (WG)	<ul style="list-style-type: none"><li>• Number of WG meetings per core area</li><li>• Number of WG meetings with all WG members</li></ul>	<ul style="list-style-type: none"><li>• Core Area Meeting attendance sign-in sheet</li><li>• General WG Meeting attendance sign-in sheet</li></ul>	<ul style="list-style-type: none"><li>• 3 WG meetings per Core Area</li><li>• 5 meetings with all WG members from the six (6) Core Areas</li></ul>	<ul style="list-style-type: none"><li>• Q2 2020 - 3 WG meetings per Core Area</li><li>• Q4 2020 - 2 meetings with all WG members</li><li>• Q4 2021 – 3 meetings with all WG members</li></ul>
	1.2 Data Collection	<ul style="list-style-type: none"><li>• Number of Requests for Information (RFIs) sent out</li><li>• Number of datasets requested</li><li>• % of Risk and Vulnerability indicator datasets received</li></ul>	<ul style="list-style-type: none"><li>• RFI log</li><li>• List of Datasets requested</li><li>• Risk and vulnerability indicator datasets stored in PRDOH -approved server</li></ul>	<ul style="list-style-type: none"><li>• 20 RFIs sent out</li><li>• 100 datasets requested</li><li>• 20% indicators received</li><li>• 40% indicators received</li><li>• 60% indicators received</li></ul>	<ul style="list-style-type: none"><li>• Q1 2020 - 20 RFIs sent out</li><li>• Q1 2020 - 100 datasets requested</li><li>• Q3 2020 - 20% indicators received</li><li>• Q2 2021 - 40% indicators received</li><li>• Q4 2021 - 60% indicators received</li></ul>
	1.3 Development of Social Capital Map (SCM)	<ul style="list-style-type: none"><li>• Number of PRDOH-approved, translated, and published Social Capital Maps Version 1.0</li><li>• Number of PRDOH-approved, translated, and published Social Capital Maps updated Version 2.0</li></ul>	<ul style="list-style-type: none"><li>• Published Social Capital Map Version 1.0</li><li>• Published Social Capital Map updated Version 2.0</li></ul>	<ul style="list-style-type: none"><li>• 1 published Social Capital Map Version 1.0</li><li>• 1 published Social Capital Map updated Version 2.0</li></ul>	<ul style="list-style-type: none"><li>• Q2 2020 – SCM Version 1.0</li><li>• Q4 2021 – SCM updated Version 2.0</li></ul>

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KEY COMPONENT	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	MINIMUM TARGETS	TIMEFRAME
	1.4 Development of Risk and Vulnerability Indicators (RVI) Dashboard	<ul style="list-style-type: none"><li>• Number of RVI Dashboard Wireframes</li><li>• Number of RVI Dashboard Mock-Ups</li><li>• Number of PRDOH approved version 1.0 RVI Dashboard Webpage</li></ul>	<ul style="list-style-type: none"><li>• RVI Dashboard Wireframes</li><li>• RVI Dashboard Mock-Ups</li><li>• Link to PRDOH approved version 1.0 RVI Dashboard Webpage</li></ul>	<ul style="list-style-type: none"><li>• 1 RVI Dashboard Wireframe</li><li>• 1 RVI Dashboard Mock-Ups</li><li>• 1 Link to PRDOH approved version 1.0 RVI Dashboard Webpage</li></ul>	<ul style="list-style-type: none"><li>• Q3 2021 - RVI Dashboard Wireframes</li><li>• Q4 2021 - RVI Dashboard Mock-Ups</li><li>• Q4 2021 - Link to PRDOH approved version 1.0 RVI Dashboard Webpage</li></ul>
	1.5 Development of Community Resilience Webpage	<ul style="list-style-type: none"><li>• Number of PRDOH-approved Community Resilience Webpage Wireframes</li><li>• Number of PRDOH-approved Community Resilience Webpage Mock-Ups</li><li>• Number of PRDOH-approved version 1.0 Community Resilience Webpage</li></ul>	<ul style="list-style-type: none"><li>• PRDOH-approved Community Resilience Webpage Wireframes</li><li>• PRDOH-approved Community Resilience Webpage Mock-Ups</li><li>• Link to PRDOH approved version 1.0 Community Resilience Webpage</li></ul>	<ul style="list-style-type: none"><li>• 1 PRDOH-approved Community Resilience Webpage Wireframes</li><li>• 1 PRDOH-approved Community Resilience Webpage Mock-Ups</li><li>• 1 PRDOH approved version 1.0 Community Resilience Webpage</li></ul>	<ul style="list-style-type: none"><li>• Q2 2021 – Resilience Wireframe</li><li>• Q3 2021 – Resilience Mock-Ups</li><li>• Q3 2021 - Link to PRDOH approved version 1.0 Community Resilience Webpage</li></ul>

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Key Activity 1.1: Create and manage Working Group (WG)

The Subrecipient will assemble a Working Group (WG) composed of a team of experts in the community planning, data analysis, and community outreach areas that represent the following core areas of concern: housing, infrastructure, economic development, health, environment, and education. The Subrecipient will collaborate with the Working Group to identify and collect necessary data sets for a Risk and Vulnerability Indicators Dashboard, the Social Capital Map and other resilience tools representing each of the core areas of concern.

### Key Activity 1.2: Data Collection

The Subrecipient will collaborate with the Working Group, PRDOH Mitigation Team, and other relevant entities to collect and provide data in support of the development of these WCRP Resilience Tools. The Subrecipient will utilize software and PRDOH-approved servers' space to host and store all data sets and will make the data available to the public, as possible according to the terms of executed data sharing agreements.

The Risk and Vulnerability Indicator requires data collection related to the following core areas of concern: housing, infrastructure, economic development, health, environment, and education. Risk and vulnerability indicators are those that indicate conditions and characteristics that could leave communities exposed and susceptible to the possibility of adverse impacts from shocks and stresses, including the impacts of Hurricanes Irma and María, related to the core areas mentioned above. The Social Capital Map tool also requires data collection related to community or social assets, including open or shuttered public schools, private schools, universities and technical/vocational institutions, healthcare services and infrastructure, municipal capacity, Head Start centers, Special Communities, non-profit organizations, and faith-based institutions. Data collection to support these tools will be prioritized. Upon closing of the contract, copy of all final data sets will be transferred to PRDOH's owned server space and platform of choice.

### Key Activity 1.3: Development of Social Capital Map

The Subrecipient will develop a Social Capital Map that will aggregate and provide information on the existing social assets that allow a community to have knowledge of local resources and initiatives in their community. The content of the tool may include, but is not limited to:

- community-based organizations,
- local stakeholders,
- community organizers and elected officials,
- faith-based organizations,
- resident committees,

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- cultural institutions, spaces,
- Municipalities,
- governmental agencies, and
- other relevant public facilities.

The Subrecipient will develop a Social Capital Map to be published on the Resilience Webpage. Version 1.0 of the Social Capital Map may be any web application including a story map. Version 2.0 of the Social Capital Map must be an upgrade from its 1.0 Version, enhancing the usability and data accessibility of the web mapping application. The Subrecipient will submit these versions to PRDOH for review and approval on unpublished web version. The Subrecipient will utilize software and PRDOH-approved servers' space to host and store all data sets and will make the data available to the public, as possible according to the terms of executed data sharing agreements. After the publication of Version 2.0, a revision for integration of updated and/or new datasets -if available- should be performed every six months. Upon closing of the contract, copy of all final mapping products will be transferred to PRDOH's owned server space and platform of choice.

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#### Key Activity 1.4: Development of Risk and Vulnerability Indicators (RVI)

The Subrecipient will identify and aggregate risk and vulnerability indicators related to the following core areas of concern: economic development, education, environment, health, housing, and infrastructure. The Subrecipient will perform spatial analysis and other types of analyses to develop a Community-Based Risk and Vulnerability Indicator Dashboard using these risk and vulnerability indicators. To better reflect the nature of the analysis performed, optimize usage of available data, and enhance usability of resulting information, data sets will be utilized to create risk and vulnerability indicator maps and Dashboard. The Subrecipient will develop a wireframe and obtain PRDOH approval for it no later than Quarter 3 of 2021. The wireframe must be a model on how the information will be presented and organized and how the different tools the GIS platform provides will come together for the RVI Dashboard and maps. The subrecipient will develop a mockup and obtain PRDOH approval for it no later than Quarter 4 of 2021. The Mockup must be static maps that represent the information that will be present on the dynamic final product.

The Subrecipient will make the Dashboard and the knowledge contained therein available to communities via the Community Resilience Webpage. The Subrecipient will utilize software and PRDOH-approved servers' space to host and store all data sets and will make the data available to the public, as possible according to the terms of executed data sharing agreements. Version 1.0 of the Risk and Vulnerability Indicators Dashboard expected to be complete and approved by PRDOH by Q4 2021. After the publication of the RVI Dashboard and maps, a revision for integration of updated and/or new datasets -if available- should be performed every six months. Upon closing of the contract, copy of all final models, mapping products and tools developed and published, will be transferred to PRDOH's owned server space and platform of choice.

Key Activity 1.5 Development of Community Resilience Webpage

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The Subrecipient will develop a Community Resilience Webpage, to be hosted by the Subrecipient for the publication of all Resilience Tools, including the Social Capital Story Map and the Risk and Vulnerability Indicators Dashboard. The Community Resilience Webpage will also facilitate access to, as permitted by any relevant data sharing agreements, the underlying data that was collected as part of Activity 1.3. The goal of the Community Resilience Webpage is to enhance community participation and knowledge through access to resilience information. Upon closing of the contract, copy of all final drafts and published web page information, coding, and domain will be transferred to PRDOH-owned server space and platform of choice.

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KEY COMPONENT #2: STAKEHOLDER ENGAGEMENT

KEY COMPONENT	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMEFRAME
2. Stakeholder Engagement	2.1 Revision and development of a new Community Outreach Strategy	• Number of PRDOH-approved Community Outreach Strategy	• Final PRDOH-approved version of Community Outreach Strategy Guide Document	• 1 PRDOH approved Community Outreach Strategy document	• Q1 2021
	2.2 Development of materials to support	• % of PRDOH-approved and translated (English – Spanish) Outreach materials as specified in	• Final PRDOH-approved and translated (English – Spanish) Outreach materials as specified in	• 100% of PRDOH approved and translated (English – Spanish) Outreach materials as specified in	• Q2 2021 – %100

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KEY COMPONENT	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMEFRAME
	Community Outreach Strategy	Community Outreach Strategy	Community Outreach Strategy	Community Outreach Strategy	Outreach Materials
	2.3 Implementation of the Community Outreach Strategy	<ul style="list-style-type: none"> <li>• % of total number of Outreach Sessions hosted as specified in Community Outreach Strategy</li> <li>• % of PRDOH-approved and translated social media postings related to program participation and community outreach sessions as specified in Community Outreach Strategy</li> </ul>	<ul style="list-style-type: none"> <li>• Agendas and Meeting Summaries for Outreach Sessions hosted</li> <li>• Screenshots of Social Media postings related to program participation and community outreach sessions</li> </ul>	<ul style="list-style-type: none"> <li>• 100% of Outreach Sessions hosted as specified in Community Outreach Strategy</li> <li>• 100% of screenshots or links to PRDOH-approved and translated (English - Spanish) posts as specified in Community Outreach Strategy</li> </ul>	<ul style="list-style-type: none"> <li>• Q3 2021 Outreach Sessions</li> <li>• Q3 2021 - screenshots or links to PRDOH-approved and translated posts</li> </ul>
	2.4 Development of an Educational Strategy	<ul style="list-style-type: none"> <li>• Number of PRDOH-approved Educational Strategy</li> </ul>	<ul style="list-style-type: none"> <li>• Final PRDOH-approved version of Educational Strategy document</li> </ul>	<ul style="list-style-type: none"> <li>• 1 PRDOH-approved Educational Strategy document</li> </ul>	<ul style="list-style-type: none"> <li>• Q2 2021 – PRDOH-approved Educational Strategy</li> </ul>
	2.5 Development of Educational materials to support Educational Strategy	<ul style="list-style-type: none"> <li>• % of PRDOH-approved and translated (English – Spanish) educational materials as specified in Educational Strategy</li> </ul>	<ul style="list-style-type: none"> <li>• Final PRDOH-approved and translated (English – Spanish) educational materials as specified in Educational Strategy</li> </ul>	<ul style="list-style-type: none"> <li>• 100% of PRDOH approved and translated (English – Spanish) educational materials as specified in Educational Strategy</li> </ul>	<ul style="list-style-type: none"> <li>• Q3 2021 – 100% of Educational Materials</li> </ul>
	2.6 Implementation of the Educational Strategy	<ul style="list-style-type: none"> <li>• % of Educational Sessions hosted as specified in Educational Strategy</li> <li>• % of PRDOH-approved and translated social media postings related to educational sessions as specified in Educational Strategy</li> </ul>	<ul style="list-style-type: none"> <li>• Agendas and Meeting Summaries for Educational Sessions hosted</li> <li>• Screenshots of Social Media postings related to educational sessions</li> </ul>	<ul style="list-style-type: none"> <li>• 100% of Educational Sessions hosted as specified in Educational Strategy scheduled for up to Q4 2021.</li> <li>• 100% of screenshots or links to PRDOH-approved and translated (English - Spanish) posts related to Educational Sessions as specified in Educational</li> </ul>	<ul style="list-style-type: none"> <li>• Q4 2021 - Outreach Educational Sessions</li> <li>• Q4 2021 - screenshots or links to PRDOH-approved posts</li> </ul>

KEY COMPONENT	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMEFRAME
				Strategy scheduled for up to Q4 2021	

Key Activity 2.1: Revision and Development of a new Community Outreach Strategy

The Subrecipient will review the existing Community Outreach Strategy and develop a revised PRDOH-approved document, describing a comprehensive strategy to provide information to primary stakeholders (communities, municipalities and NGOs) about the WCRP Program through outreach activities. The Strategy will be directed at communicating, informing, and promoting participation in the WCRP Program. The Outreach Strategy will focus on working in island-wide public communication activities with the primary stakeholders and promoting engagement and public participation in the WCRP Program; and it will not include working with entities that are eligible to apply for funding through a NOFA or procurement process.

Among other things, the Strategy will include the type and number of outreach supporting materials; the type and number of outreach sessions that Subrecipient expect to host (whether online and/or on-site); and the type and number of social media postings related to program participation and community outreach sessions. The Strategy should also include a description of how such community outreach will be implemented to reach as many communities as possible. The Strategy timeframe must include, at a minimum, the period of time from when the NOFA is published until the beginning of planning activities.

Key Activity 2.2: Development of materials to support Community Outreach Strategy

The Subrecipient will develop supporting outreach materials, such as but not limited to presentations, visual aids, and interactive aids, necessary to accomplish the goals of communicating, informing, and promoting participation in the WCRP Program. The supporting outreach materials will be described in the Community Outreach Strategy developed in Key Activity 2.1. Supporting outreach materials will follow PRDOH's guidelines and will be approved by PRDOH prior to use and publication.

  
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### Key Activity 2.3: Implementation of the Community Outreach Strategy

In order to encourage timely applicant participation in the WCRP Program, the Subrecipient must begin to implement the developed and PRDOH approved Community Outreach Strategy upon NOFA publication. Full implementation of the approved community outreach strategy includes workshops or presentations (whether online and/or on-site) to facilitate and encourage involvement and participation in the Program.

Subrecipient outreach efforts will not include supporting potential applicants in preparing application packages and/or submitting applications to NOFA.

### Key Activity 2.4 Development of an Educational Strategy

The Subrecipient will develop a PRDOH-approved document describing the strategy to provide educational opportunities to WCRP participants (subrecipients and selected communities). The educational strategy will provide a platform for the WCRP Program to empower participants by facilitating a greater understanding of key concepts and ideas relevant to the community resilience planning process. The strategy will provide detailed information and data on areas related to participatory planning processes and the six core areas of the WCRP Program, as well as other relevant topics such as risks, hazards, vulnerability, resilience and disaster mitigation best practices, community resilience, amongst others.

The Subrecipient will employ a variety of educational strategies and materials to reach a wide variety of community audiences and of WCRP Program participants. Among other things, the Strategy must include the type and number of educational supporting materials; the type and number of educational sessions that Subrecipient expect to host (whether online and/or on site); and the type and number of social media postings related to participation and educational sessions. The Strategy should also include a description of how such educational strategy will be implemented in order to reach as many communities and Program participants as possible.

### Key Activity 2.5: Development of materials to support Educational Strategy

The Subrecipient will develop supporting materials necessary to accomplish the goals of communicating, informing and educating communities and program participants in the community resilience planning process. The supporting

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educational materials will be described in the Educational Strategy developed in Key Activity 2.4. Educational materials will follow PRDOH's guidelines and will be approved by PRDOH prior use and publication.

Key Activity 2.6: Implementation of the Educational Strategy

The Subrecipient will begin to implement the approved Educational Strategy upon the initiation of Planning Activities, to support informed decision-making and data-driven participation as part of the planning process. Full implementation of the approved Educational Strategy should include, at a minimum, all Educational Sessions and Workshops described in the Educational Strategy developed in Key Activity 2.4. Implementation of the educational strategy is contingent upon approval of Educational Strategy and selection of initial subrecipients. The implementation of the Strategy will include communities and Program participants and is expected to begin shortly after they enter into Subrecipient agreement with PRDOH.

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KEY COMPONENT #3: TECHNICAL ASSISTANCE

KEY COMPONENT	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMEFRAME
3. Technical Assistance	3.1 Contribute to Development of Planning Framework and Community Resilience Plan Template	<ul style="list-style-type: none"><li>Draft of Planning Framework and CRP templates</li></ul>	<ul style="list-style-type: none"><li>Draft of Planning Framework and CRP template</li></ul>	<ul style="list-style-type: none"><li>1 Draft of Planning Framework and CRP template</li></ul>	<ul style="list-style-type: none"><li>Q1 2021</li></ul>
	3.2 Contribute to the development of Notice of Funding Availability (NOFA)	<ul style="list-style-type: none"><li>Number of documents with comments</li></ul>	<ul style="list-style-type: none"><li>NOFA documents with comments</li></ul>	<ul style="list-style-type: none"><li>1 NOFA document with comments</li></ul>	<ul style="list-style-type: none"><li>Q1 2021</li></ul>
	3.3 Evaluation and selection for award of NOFA applications	<ul style="list-style-type: none"><li>Number of members in the Evaluation Committee</li></ul>	<ul style="list-style-type: none"><li>Evaluation score or recommendation</li></ul>	<ul style="list-style-type: none"><li>1 member in the Evaluation Committee</li></ul>	<ul style="list-style-type: none"><li>Q3 2021</li></ul>

KEY COMPONENT	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMEFRAME
	3.4 Provide Technical Assistance (TA) to Subrecipients and Communities	• %of Communities with a Notice to Proceed receive an offer of TA	• Call/email log of offers for TA	• 100% of communities with a Notice to Proceed receive an offer of TA	• Q4 2021
	3.5 As-needed technical support to PRDOH	• Percentage of PRDOH Technical Assistance Requests are supported	• Email log of technical support requested by PRDOH	• 90% of PRDOH Technical Assistance Requests are supported	• Q4 2021

Key Activity 3.1: Contribute to Development of Planning Framework and Community Resilience Plan Template

In collaboration with PRDOH, Subrecipient will provide a first draft of a comprehensive planning framework and Community Resilience Plan (CRP) template. Both planning framework and CRP template are intended to facilitate a robust analysis and description of relevant resilience issues at the heart of high-risk communities. This draft planning framework will include:

- the identification of community resilience vision,
- goals and objectives;
- analysis of community assets,
- pre- and post-disaster conditions, including projected climate impacts;
- vulnerability and risk assessment;
- identification and selection of resilience actions;
- an implementation and monitoring strategy.

The planning framework will also include a series of planning milestones to guide the evaluation of compliance with the planning process. The CRP template will present a wireframe of a CRP incorporating the main results and data derived from the different phases described in the planning framework. Any data compiled during the planning process may be incorporated into further iterations of the Resilience Tools described in Component 1.

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Key Activity 3.2: Contribute to development a Notice of Funding Availability (NOFA)

The subrecipient will contribute to development of a Notice of Funding Availability (NOFA) by providing comments and recommendations on draft NOFA provided by PRDOH.

Key Activity 3.3: Evaluation and Selection of Award for NOFA Applications

The Subrecipient will support the PRDOH with the evaluation and selection of the NOFA applicants, by participating in the NOFA Evaluation Committee and making recommendations for award. Subrecipient will not provide support related to submission of proposal, completing application or any activity that could provide unfair advantage to any potential applicant.

Key Activity 3.4: Provide Technical Assistance (TA) to Subrecipients and Communities

The Subrecipient will extend an offer of Technical Assistance (TA) to all Subrecipients and Communities who receive a Notice to Proceed with Planning Activities from PRDOH. TA is problem-solving in nature and is different from either outreach or education in that TA is focused on providing assistance to promote the effective implementation and usage of the Planning Framework, Planning Milestones, CRP Template, Social Capital Maps, RVI Maps and other WCRP Resilience tools by Program participants of issues related to the Pre-Planning and CRP Development stages.

The Subrecipient should offer TA to communities and Subrecipients shortly after the Notice to Proceed with Planning Activities is received by participants. The exact nature of the TA will be determined in part by the Subrecipient, participating entities, and communities, in coordination with PRDOH. The Subrecipient will work closely with PRDOH to ensure that all assistance and training provided is consistent and compliant with the WCRP Program and PRDOH policies and procedures. Completion of this activity is dependent on initiation of planning activities. Subrecipient will be eligible to engage in this activity until the end of the Subrecipient Agreement with PRDOH.

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Key Activity 3.5: As-needed Technical Assistance to PRDOH

The Subrecipient will provide as-needed technical support to PRDOH upon request and mutual agreement. Technical support may include revisions, feedback or comments pertaining to the alignment of the CRP documents with the WCRP Program goals and objectives.

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EXHIBIT D  
KEY PERSONNEL

WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM

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

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I. Please complete the table below. Add or delete rows as needed.

Roles	Personnel Count	FTE Count	Unit Price (Hourly Rate including Fringe Benefits)	Estimated Monthly Cost <sup>1</sup>
<b>FPR Personnel:</b>				
President & COO	1	0.15	\$107.86	\$2,798.97
Chief Financial Officer	1	0.1	\$77.98	\$1,349.05
Human Resources Director	1	0.1	\$43.77	\$757.22
HR and Administrative Coordinator	1	0.5	\$18.23	\$1,576.90
VP of Development & Communications	1	0.1	\$61.69	\$1,067.24
Development & Communications Manager	1	0.1	\$31.80	\$550.14
Marketing & Production Manager	1	0.1	\$28.00	\$484.40
Finance and Accounting Manager	1	0.1	\$31.80	\$550.14
Accounting Coordinator	1	0.05	\$20.94	\$181.13
WCRP Accounting Associate	1	0.7	\$18.23	\$2,207.65
Accounting Associate	1	0.1	\$15.48	\$267.80
Procurement Associate	1	0.5	\$18.23	\$1,576.90
Compliance Officer	1	0.1	\$36.15	\$625.40
<b>Temporary Staff:</b>				
Senior Program Officer	1	1	\$61.69	\$10,672.37
Project Manager	1	1	\$34.52	\$5,971.96
Grant and Compliance Manager	1	1	\$37.24	\$6,442.52
Procurement Officer	1	1	\$29.09	\$5,032.57

<sup>1</sup> Estimated Cost includes fixed salary hourly rate plus fringe benefits. Estimated month cost could vary based on bi-weekly payments schedules given that some month could have 3 bi-weekly payment.

Community Planning Lead	1	1	\$39.64	\$6,857.72
Community Outreach Lead	1	1	\$36.93	\$6,388.89
Technical Assistance Lead	1	1	\$34.20	\$5,916.60
Regional Community Planning Associate	3	3	\$31.49	\$16,343.31
Regional Community Planning Associate	1	0.5	\$29.10	\$2,517.15
Regional Community Outreach Coordinator	2	2	\$23.34	\$8,075.64
Community Stakeholder Outreach Coordinator	1	0.5	\$31.50	\$2,724.75
Technical Assistance Specialist	1	1	\$26.06	\$4,508.38
Data Analyst	1	1	\$31.80	\$5,501.40
WCRP Communications Manager	1	1	\$36.93	\$6,388.89
Graphic Designer & Digital Specialist	1	1	\$30.41	\$5,260.93
Bilingual Copywriter & Translator	1	1	\$28.00	\$4,844.00
Web Developer & Designer	1	1	\$37.24	\$6,442.52
Bilingual Sign Language Specialist	2	1	\$36.93	\$6,388.90
<b>Total Personnel &amp; FTE Count:</b>	<b>35</b>	<b>22.7</b>	<b>Total Estimate Personnel Cost:</b>	<b>\$130,271.44</b>

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II. Role Descriptions:

Role	Description
President & COO	<ul style="list-style-type: none"><li>Oversees and provides leadership management and vision necessary to ensure the proper operational controls, administrative and reporting procedures, and human resources systems are in place.</li><li>Acts as principal liaison for key-stakeholders for the WCRP Program.</li><li>Authorized representative for all contractual and high-level decision making as it relates to WCRP.</li></ul>
Chief Financial Officer	<ul style="list-style-type: none"><li>Oversees strategic and tactical matters as they relate to budget management, cost benefit analysis and forecasting needs for the organization and its programs. Provides financial, operational, and programmatic support to the organization.</li><li>Authorized representative for all financial matters related to the WCRP Program.</li><li>Assures compliance with all HUD and PRDOH financial protocols and oversees final budget, procurement, and invoice aspects for WCRP.</li></ul>
Human Resources Director	<ul style="list-style-type: none"><li>Oversees various responsibilities across a range of human resources disciplines including but not limited to: recruiting,</li></ul>

	<p>onboarding/ offboarding, benefits administration and employee relations for WCRP Program FTE Staff.</p> <ul style="list-style-type: none"><li>• Oversees and supervises the HR and Administrative Coordinator.</li></ul>
<b>HR and Administrative Coordinator</b>	<ul style="list-style-type: none"><li>• Supports and assists the Human Resources Director in all areas related to human resources, including but not limited to recruiting, onboarding/ offboarding, benefits administration, and employee relations, among other related tasks, for WCRP Program FTE staff.</li><li>• Assists the WCRP team with other administrative tasks, such as record maintenance.</li></ul>
<b>VP of Development &amp; Communications</b>	<ul style="list-style-type: none"><li>• Leads and oversees the communication and content team to ensure the development of strategies around programmatic vision and mission.</li><li>• Supports the WCRP Program by overseeing management and implementation of the approved communications strategy and related activities.</li></ul>
<b>Development &amp; Communications Manager</b>	<ul style="list-style-type: none"><li>• Provides support to the VP of Development &amp; Communication in designing and implementing the communication strategies for all programs.</li><li>• Provides support to the WCRP Communications Manager in the implementation of activities related to the WCRP communications strategy, as needed.</li></ul>
<b>Marketing &amp; Production Manager</b>	<ul style="list-style-type: none"><li>• Provides strategic, tactical, and production support across leading marketing channels, including website, social media, email, and events. Produces graphic and visual content to support programmatic activities.</li><li>• Support the WCRP Program in the design and production of visual and creative content such as photos, video, or other communications media, as needed.</li></ul>
<b>Finance and Accounting Manager</b>	<ul style="list-style-type: none"><li>• Provides supports and daily supervision of finance and accounting team and their operations, including payables, billing, receivables, asset management payroll, regulator/bank relations, general ledger, among others. Ensures efficient coordination with various programs/areas and grants by implementing budget systems and financial records compatible with accounting systems.</li><li>• Assures compliance with PRDOH invoicing policies and procedures. Manages submission and approval of WCRP invoices to PRDOH via <i>VendorCafé</i>.</li><li>• Prepares financial and invoice reports and documents required as they relate to WCRP.</li></ul>

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<b>Accounting Coordinator</b>	<ul style="list-style-type: none"><li>• Supports accounting activities and systems, coordinates and processes payroll, financial reporting, and other tax matters for the organization.</li><li>• Provides support to the Finance and Accounting Manager in assuring compliance with PRDOH invoicing policies and procedures, preparing supporting documentation for invoices and financial reports as they relate to WCRP Program.</li></ul>
<b>WCRP Accounting Associate</b>	<ul style="list-style-type: none"><li>• Supports accounting activities and systems related to WCRP Program timekeeping, invoicing, reimbursement, and vendor disbursement processes in compliance with PRDOH finance policies and procedures.</li><li>• Aids in the production of WCRP invoice packages including but not limited to preparation of salary allocations, timesheet preparation, invoice templates and supporting documentation for submission to PRDOH.</li><li>• Assists Grant Manager in monitoring budget and preparing administrative, financial, audit or monitoring reports or other requests for information for the WCRP program, among other related functions.</li></ul>
<b>Accounting Associate</b>	<ul style="list-style-type: none"><li>• Provides direct support to all accounting operations in areas that may include payables, revenues, payroll, general ledger, financial reporting, and any other related tasks, as needed.</li><li>• Prepares WCRP invoice packages including but not limited to salary allocations, invoice templates and supporting documentation for submission to PRDOH; manages initial upload of package via VendorCafe.</li></ul>
<b>Procurement Associate</b>	<ul style="list-style-type: none"><li>• Responsible for coordinating procurement activities following applicable policies, procedures, and regulations. Evaluates supply options in a cost-effective way and maintains accurate records.</li><li>• Provides direct support to the Procurement Officer in the preparation of Procurement Packages for WCRP, as well as vendor research and relations, documentation development, record maintenance, and other administrative support.</li></ul>
<b>Compliance Officer</b>	<ul style="list-style-type: none"><li>• Supports the development of policies and procedures, as well as periodically monitoring program compliance by developing compliance monitoring systems and producing expenditure and compliance reports.</li><li>• Supports WCRP staff with compliance of all applicable HUD and PRDOH regulations, policies, protocols, and processes. Assists the WCRP team during monitoring and auditing events, as needed.</li></ul>

  
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**Senior Program  
Officer**

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- Provides management and oversight for all components of the Subrecipient's scope of services within the WCRP Program, including but not limited to:
  - Ensures all components, outcomes, activities, and deliverables that are the responsibility of the Subrecipient are provided to PRDOH within the designated timeframe and within budget.
  - Ensures components, outcomes, activities, and deliverables are high quality and meet or exceed PRDOH expectations.
  - Monitors and controls resource allocations, ensuring that the Subrecipient has allocated the resources necessary to produce high quality work within the given timeframe.
  - Monitors and controls budget, timelines and schedules.
- Supports team and deliverable production by providing guidance on, including but not limited to, evidence-based practices and tools, development of strategies and guides related to scope, educational sessions, and provision of Technical Assistance.
- Maintains collaborative working relationship with PRDOH and GM Team. Coordinates with PRDOH and GM Team to ensure thorough understanding of all applicable PRDOH policies, protocols and procedures or other regulatory requirements, and the review, input, approval and implementation of programmatic strategies and content.
- Serves as a liaison with different WCRP Program stakeholders.

**Project Manager**

- Supports and assists the Senior Program Officer in the management and oversight of all activities related to the WCRP programmatic components.
- Maintains and monitors project schedules, resources, and supports deliverable production. Tracks progress of the different components of the WCRP Program.
- Supports production and timely deliverable of performance and administrative monthly reports.
- Assists the WCRP team with preparation of meeting materials, including but not limited to scheduling, coordination of agendas, presentations, reports, and any other administrative tasks as needed.
- Provides oversight of key personnel leading the regional Community Outreach, Planning, Technical Assistance, and Data Analysis components.

**Grant and  
Compliance  
Manager**

- Oversees post-award grant management and compliance for the WCRP Program.
- Responsible for budget monitoring, invoice QA/QC and reconciliations, reporting (financial and programmatic, among

	<p>others), and compliance with HUD and PRDOH regulations, policies, and procedures.</p> <ul style="list-style-type: none"><li>• Coordinates internally with all teams, including finance, procurement, human resources, communications, and others to ensure that all applicable HUD and PRDOH policies, guidelines and procedures, or other regulatory requirements are met.</li><li>• Supports HUD and PRDOH monitoring, audit or other requests for information, documents, or other relevant material.</li></ul>
<div><div> AM</div><div> WORR</div></div> <div><b>Procurement Officer</b></div>	<ul style="list-style-type: none"><li>• Responsible for all aspects of procurement activities for the WCRP Program and compliance with PRDOH policies, procedures, and regulations, and applicable 2 CFR 200 provisions.</li><li>• Develops HUD- and PRDOH- compliant Procurement Packages for every procurement necessary for the Subrecipient to carry out its responsibilities, which may include, but is not limited to, a Scope of Services, Independent Cost Estimate, Certification of Funds Availability, and/or any other document designated by PRDOH Procurement to be a necessary component of a complete Procurement Package.</li><li>• Provides oversight of Procurement Associate with regards to their role and responsibilities.</li></ul>
<div><b>Community Planning Lead</b></div>	<ul style="list-style-type: none"><li>• Oversees development of a Resilience Planning Framework, and Community Resilience Plan (CRP) template for the WCRP Program.</li><li>• Supports development and implementation of an Educational Strategy and the design, development, and implementation of Technical Assistance on community resilience and community planning processes, among other related topics.</li><li>• Supervises day to day activities of the Regional Community Planning Associates.</li></ul>
<div><b>Community Outreach Lead</b></div>	<ul style="list-style-type: none"><li>• Oversees development and implementation of the Community Outreach Strategy and supporting materials to promote informed and robust community and applicant participation in the WCRP Program.</li><li>• Supports development and implementation of an Educational Strategy and the design, development, and implementation of Technical Assistance on community resilience planning development, community outreach and stakeholder participation, among other related topics.</li><li>• Supervises day to day activities of the Regional Community Outreach Coordinators.</li></ul>
<div><b>Technical Assistance Lead</b></div>	<ul style="list-style-type: none"><li>• Oversees the design, development, coordination and implementation of Technical Assistance on community resilience, outreach and planning processes, data tools and</li></ul>

	<p>compliance with program policies and procedures, among other issues relevant to the WCRP Program.</p> <ul style="list-style-type: none"> <li>• Supports the implementation of Outreach and Educational strategies to promote informed and robust community and applicant participation in the WCRP.</li> <li>• Supports Program closeout activities as needed.</li> <li>• Supervises day to day activities of the Technical Assistance Specialist.</li> </ul>
<b>Regional Community Planning Associate</b>	<ul style="list-style-type: none"> <li>• Supports implementation of Outreach Strategy and Educational Strategy.</li> <li>• Provides Technical Assistance, and/or Trainings and workshops related to the use of Resilience Tools, associated data and information, the planning framework and CRP, or other issues relevant to the WCRP Program.</li> <li>• Develops materials and activities such as presentations, visual aids, interactive sessions, and other creative solutions to support community resilience planning development and community planning processes.</li> <li>• Requires a working understanding of stakeholder engagement and planning principles, especially as applied to Puerto Rico context.</li> </ul>
<b>Regional Outreach Coordinator</b>	<ul style="list-style-type: none"> <li>• Supports implementation of Outreach Strategy and Educational Strategy.</li> <li>• Provides Technical Assistance, and/or Trainings and workshops related to community outreach and participation, among other related topics.</li> <li>• Develops accessible supporting materials and activities such as flyers, handouts, presentations, visual graphics, interactive sessions, and other creative solutions to support community outreach and stakeholder participation.</li> <li>• Requires engagement with communities, program applicants, and other stakeholders and implementation of variety of activities to ensure robust community and applicant participation in the WCRP Program.</li> </ul>
<b>Community Stakeholder Outreach Coordinator</b>	<ul style="list-style-type: none"> <li>• Supports and advises Senior Program Officer, Deputy Program Officer and Community Outreach Lead by identifying key-stakeholders and coordinating and addressing their needs through the Community Outreach Strategy and the Education Strategy.</li> <li>• Develop and fosters working relationship with stakeholder groups, especially vulnerable communities, low-income communities, traditionally disenfranchised communities, communities of color, non-profits, non-governmental organizations, municipalities, state agencies and others.</li> </ul>



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	<ul style="list-style-type: none"><li>• Aids the Communications Manager in the implementation of the Communications Strategy for these groups and communities.</li><li>• Facilitates engagement and coordination at public events leading to the promotion and dissemination of the WCRP program to ensure robust community and applicant participation.</li></ul>
<b>Technical Assistance Specialist</b>	<ul style="list-style-type: none"><li>• Supports implementation of Outreach Strategy and Educational Strategy.</li><li>• Supports Technical Assistance Lead in coordination of Technical Assistance and/or Trainings or workshops provided to sub awardees and communities in support of the community resilience plan preparation.</li><li>• Develops materials and activities such as presentations, visual aids, interactive sessions, and other creative solutions to support Technical Assistance.</li><li>• Requires a working understanding of Program rules, policies and procedures and engagement with program applicants and other stakeholders to educate on compliance matters of the WCRP Program.</li><li>• Supports Program closeout activities as needed.</li></ul>
<b>Data Analyst</b>	<ul style="list-style-type: none"><li>• Analyzes patterns and trends through spatial mapping or other types of analyses.</li><li>• Designs, manages, develops, integrates, and implements technologies needed for the effective execution of all data-related and tool-development initiatives.</li><li>• Manages a digital library of geographic data, information, and cartographic products in various file types for WCRP Program.</li><li>• Oversees day to day activities of Data Coordinator with regards to their roles and responsibilities.</li></ul>
<b>WCRP Communications Manager</b>	<ul style="list-style-type: none"><li>• Develops and implements a comprehensive communication and/or media strategy to promote and communicate the WCRP Program's objectives, including but not limited to the development of content and supporting materials.</li><li>• Coordinates internally and with PRDOH and GM for review, input, approval and implementation of communications strategy, content and supporting materials.</li><li>• Manages and coordinates with relevant news and media outlets and providers to identify and schedule media spaces for the WCRP Program. Requires understanding and working knowledge of best spaces, dates, and times for ads to run/air across all media channels.</li><li>• Oversees day to day activities of the WCRP Communications Team with regards to their roles and responsibilities.</li></ul>

<b>Graphic Designer &amp; Digital Specialist</b>	<ul style="list-style-type: none"><li>• Responsible for graphic design and development of creative visual concepts using computer software for implementation of the communications, outreach and educational strategies of the WCRP Program.</li><li>• Develops overall layout and production design for web page, advertisements, brochures, flyers, presentations and reports for the WCRP program.</li><li>• Provide support to the management of marketing campaigns that promote the WCRP Program in all digital communications platforms such as, but not limited to websites, social media, digital advertisements, newspapers, press releases, brochures, magazines, radio, television, and reports.</li><li>• Requires proficiency and skill in development of messaging and content, including layout and production design for visual content and a creative approach to developing content such as photos, video, or other communications media.</li></ul>
<b>Bilingual Copywriter &amp; Translator</b>	<ul style="list-style-type: none"><li>• Responsible for professional review and editing of Spanish and English language publications related to the WCRP program.</li><li>• Writes, translates, reads, and corrects a variety of documents and communications ensuring that meaning remains intact and spelling and grammar are correct.</li><li>• Develops content for implementation of communications, outreach, and education strategies.</li></ul>
<b>Web Developer &amp; Designer</b>	<ul style="list-style-type: none"><li>• Designs, codes, and modifies websites, from layout to function, according to organizational specifications.</li><li>• Designs a compliant, user-friendly, effective, and visually appealing website with clear navigation.</li><li>• Creates layouts, digital retouching, image editing, and updating and editing content, writing, wireframes.</li><li>• Gathers and processes data related to website visits and interactions.</li></ul>
<b>Bilingual Sign Language Specialist</b>	<ul style="list-style-type: none"><li>• Translates human verbal communication in real-time (interpretation) or written text (translation) from one language to another.</li><li>• Uses hand movements to communicate with the deaf or hard-of-hearing.</li><li>• Provides support to those individuals at community meetings to facilitate the communication between them and the program staff.</li></ul>

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EXHIBIT E - BUDGET

WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM

EXHIBIT E - SECTION 2 - BUDGET

Grant:	CDBG-DR
Subrecipient:	Foundation for Puerto Rico (FPR)
Program:	Whole Community Resilience Planning Program (WCRP)
OMB Activity Code:	80.102-0000

Total Allocation:	\$3,858,916.27
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\*The WCRP Program is a reimbursement program. All costs must be incurred prior to reimbursement.

Budget proposal will be subject to the following considerations:	
As a beneficiary of the WCRP Program, the Foundation for Puerto Rico assumes responsibility for administering these CDBG-DR funds in a manner consistent with the SRA, the program objectives, and PRDOH Policies and Procedures.	\$3,858,916.27
As a beneficiary of the WCRP Program, the Foundation for Puerto Rico assumes responsibility for administering these CDBG-DR funds in a manner consistent with the SRA, the program objectives, and PRDOH Policies and Procedures.	\$3,858,916.27
2 CFR 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 FPR and the PRDOH, and which are adequately documented.	
- Reasonable costs are generally considered those which are ordinary and necessary, and do not exceed market prices for comparable goods or services in the area.	
- Allocable costs are those costs which are necessary in order to carry out the tasks and deliverables required by the WCRP Program.	

BUDGET SUMMARY					
	ACTIVITY DESCRIPTION	CHART of ACCOUNTS CODE	PREVIOUS EXPENDITURES	CURRENT BUDGET	TOTAL BUDGET
STAFFING	Staffing resources for the execution and implementation of the Whole Community Resilience Planning Program.	5001-5009 5001-5010	\$1,644,218.18	\$1,261,740.72	\$2,905,958.90
PROFESSIONAL SERVICES	Procured services that will assist in delivery and implementation of the Whole Community Resilience Planning Program.	5001-5002 5001-5011	\$0.00	\$307,000.00	\$307,000.00
OTHER OPERATING	Operational costs associated with delivery and implementation of the Whole Community Resilience Planning Program. Items like, but not limited to: indirect cost, supplies and materials, media or travel.	5001-5003 5001-5004 5001-5008 5001-5012	\$130,556.14	\$448,320.18	\$578,876.32
EQUIPMENT	Equipment needed for the execution and implementation of the Whole Community Resilience Planning Program.	5001-5005 5001-5006 5001-5014	\$35,081.05	\$32,000.00	\$67,081.05
PRDOH RESERVE 2%	PRDOH reserves a portion of the overall funding for PRDOH's activity delivery.	5001-5000 5001-5001	\$0.00	\$0.00	\$0.00
TOTAL PROGRAM BUDGET:			\$1,809,855.37	\$2,049,060.90	\$3,858,916.27

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, equipment), but amounts may fluctuate between specific line items based on WCRP program needs.

1. STAFFING

FPR staff will complete daily timesheets for CDBG-DR activities. The total budget for staffing shall not exceed **\$2,905,958.90** during the term of the Subrecipient Agreement.

This includes **\$1,261,740.72** to cover staffing costs until 12/31/2021, to meet WCRP Program needs.

Staffing budget proposal will be subject to the following cost reductions:

- Positions that are assigned to and invoice time to the WCRP program are considered Direct Costs. These staff must be listed in Exhibit D: Key Personnel as well as Exhibit E: Budget (Staffing Section). They must be necessary to carry out the tasks and activities described in the Subrecipient Agreement.
- Positions that are not tied directly to the WCRP program, but may be supporting it indirectly, are considered Indirect Cost. These staff should not be listed in Exhibit D: Key Personnel or in Exhibit E: Budget (Staffing Section), and will not be eligible to charge their time directly to the WCRP Program. The cost of these positions are included in the established Indirect Cost Rate or de minimus rate. An example of the indirect staff could include Human Resources or Administrative support.
- The staff cost represents a "not to exceed" budget rather than a guaranteed distribution.

Please take note of the following:

- Reimbursement may not be provided for personnel that are not included in the Staffing Budget Detail and Exhibit D (Key Personnel).
- Reimbursement may only be provided for tasks or activities that are directly relevant to carrying out the tasks and activities or scope described in the Subrecipient Agreement.
- Reimbursement is contingent upon provision and acceptance of adequate invoicing materials. These required materials include proof of payment or incurred expenses, proof of compliance with procurement processes, time sheets with description of tasks and activities performed, and others as described in the PRDOH Finance Manual.
- Staff time will be reviewed for cost allowability, reasonableness, and allocability prior to reimbursement, and may be returned if described tasks and activities are not relevant to the WCRP Program, or if documentation is insufficient, or for any other reason deemed necessary by PRDOH Finance.

STAFFING DETAIL					
Position	[A] FTE COUNT	[B] UNIT PRICE (Hourly rate including fringe benefits)	[C] AVERAGE COST PER MONTH = [A] x [B] x [173 hrs]	[D] DURATION OF CONTRACT (months)	[C] x [D] = Expected Staff Cost for Program over duration of contract
PREVIOUS STAFFING EXPENDITURES*					\$1,644,218.18
President & COO	0.15	\$107.86	\$2,798.97	10	\$27,989.70
Chief Financial Officer	0.1	\$77.98	\$1,349.05	10	\$13,490.50
Human Resources Director	0.1	\$43.77	\$757.22	10	\$7,572.20
HR and Administrative Coordinator	0.5	\$18.23	\$1,576.90	10	\$15,769.00
VP of Development & Communications	0.1	\$61.69	\$1,067.24	10	\$10,672.40
Development & Communications Manager	0.1	\$31.80	\$550.14	10	\$5,501.40
Marketing & Production Manager	0.1	\$28.00	\$484.40	10	\$4,844.00
Finance and Accounting Manager	0.1	\$31.80	\$550.14	10	\$5,501.40
Accounting Coordinator	0.05	\$20.94	\$181.13	10	\$1,811.30
WCRP Accounting Associate	0.7	\$18.23	\$2,207.65	8	\$17,661.20
Accounting Associate	0.1	\$15.48	\$267.80	10	\$2,678.00
Procurement Associate	0.5	\$18.23	\$1,576.90	10	\$15,769.00
Compliance Officer	0.1	\$36.15	\$625.40	10	\$6,254.00
Temporary Staff:					
Senior Program Officer	1	\$61.69	\$10,672.37	10	\$106,723.70
Project Manager	1	\$34.52	\$5,971.96	10	\$59,719.60
Grant and Compliance Manager	1	\$37.24	\$6,442.52	10	\$64,425.20
Procurement Officer	1	\$29.09	\$5,032.57	10	\$50,325.70
Community Planning Lead	1	\$39.64	\$6,857.72	10	\$68,577.20
Community Outreach Lead	1	\$36.93	\$6,388.89	10	\$63,888.90
Technical Assistance Lead	1	\$34.20	\$5,916.60	10	\$59,166.00

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Regional Community Planning Associate 1	1	\$31.49	\$5,447.77	8	\$43,582.16
Regional Community Planning Associate 2	1	\$31.49	\$5,447.77	10	\$54,477.70
Regional Community Planning Associate 3	1	\$31.49	\$5,447.77	10	\$54,477.70
Regional Community Planning Associate 4	0.5	\$29.10	\$2,517.15	10	\$25,171.50
Regional Outreach Coordinator 1	1	\$23.34	\$4,037.82	10	\$40,378.20
Regional Outreach Coordinator 2	1	\$23.34	\$4,037.82	10	\$40,378.20
Community Stakeholder Outreach Coordinator	0.5	\$31.50	\$2,724.75	10	\$27,247.50
Technical Assistance Specialist	1	\$26.06	\$4,508.38	10	\$45,083.80
Data Analyst	1	\$31.80	\$5,501.40	10	\$55,014.00
WCRP Communications Manager	1	\$36.93	\$6,388.89	10	\$63,888.90
Graphic Designer & Digital Specialist	1	\$30.41	\$5,260.93	10	\$52,609.30
Bilingual Copywriter & Translator	1	\$28.00	\$4,844.00	10	\$48,440.00
Web Developer & Designer	1	\$37.24	\$6,442.52	8	\$51,540.16
Bilingual Sign Language Specialist	0.5	\$36.93	\$3,194.45	8	\$25,555.60
Bilingual Sign Language Specialist	0.5	\$36.93	\$3,194.45	8	\$25,555.60
Total Staff Budget for duration of the Program	35	22.7	\$190,271.44		\$1,261,740.72

\*Includes estimated expenditure until the sign of the amendment.

2. PROFESSIONAL SERVICES

FPR may procure a variety of professional services including but not limited to technical assistance and legal services. The total budget for professional services shall not exceed **\$307,000.00** during the term of the Subrecipient Agreement, allowing flexibility that the detail may fluctuate depending on WCRP program needs.

Budget Worksheet: PROFESSIONAL SERVICES

\*The WCRP Program is a reimbursement program. All costs must be incurred prior to reimbursement.

Professional Services budget proposal will be subject to the following considerations:  Professional services may include but are not limited to those that are not part of the CDBG-DR Program but are necessary to carry out the CDBG-DR Program and are not otherwise provided by the Subrecipient Agreement.  Please take note of the following: The Federal government imposes procurement requirements for the acquisition of professional services purchased with Federal funds. Examples purchased with Federal funds must be procured through a procurement process that complies with the FAR, the FAR Supplement, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). The Subrecipient may procure items on the condition that the procured services are also limited to fulfilling the conditions of the Subrecipient Agreement, and that they are procured in the appropriate manner.  The Anticipated Maximum Cost is considered a "not to exceed" amount for budgeting purposes. It does not guarantee the outcomes of the procurement process.			
PROFESSIONAL SERVICES DETAIL			
Services Needed	Services Detail	Type of Procurement	Estimated Cost
Set the type of services needed to carry the tasks and activities described in the Subrecipient Agreement.	Overview of tasks and activities the Service Provider will undertake. Tasks and Activities must be considered in Section A and C. This section helps with the evaluation of cost-allowability, allocability, and reasonableness.		
PREVIOUS EXPENDITURES *			\$0.00
Data & GIS Analysis	Risk Vulnerability Indicators, Dashboard Development and Social Capital Map upgrade – Perform data mining and analysis to create community and municipal level indicators to quantify current risk levels and develop a corresponding platform to share these indexes through databases, interactive maps, and dashboards. For Social Capital data, develop hot spot analysis or equivalent methodology to determine which areas are underserved.	Small Purchase	\$155,000.00
Compliance Support	Services to assist in the review of policies, procedures; perform periodic pre-audit and monitoring activities, and assist in close-out process to ensure compliance with program and federal requirements and regulations.	Small Purchase	\$60,000.00
Sign Language Services	Additional Sign Language Services for overall outreach and educational initiatives and technical assistance to stakeholders (e.g. meetings, conferences, webinars etc.)	Small Purchase	\$46,000.00
Community Outreach Services	External resources for community outreach and educational services for stakeholders (e.g. presentations, conferences, workshops etc) on specialized areas or topics relevant to the Program.	Small Purchase	\$0.00
Legal Services	Legal services to support implementation of the Program, including legal counseling, assistance revising and drafting communications, amendments and other documents, and execution of legal documents.	Small Purchase	\$46,000.00
Total Proposed Budget for Professional Services:			\$307,000.00

\*Includes estimated expenditure until the sign of the amendment.

3. OTHER OPERATING

For the implementation of the WCRP, FPR will incur in advertising costs, travel, and a variety of printed materials and supplies, as well as reimbursement of indirect costs. The total budget shall not exceed **\$578,876.32** during the term of the Subrecipient Agreement, allowing flexibility that the detail may fluctuate depending on WCRP program needs. This includes **\$448,320.18** to cover other operating costs from the signature of this amendment until 12/31/2021.

Budget Worksheet: OTHER OPERATING EXPENSES

\*The WCRP Program is a reimbursement program. All costs must be incurred prior to reimbursement.

Other Operating Expenses budget proposal will be considered according to the following parameters:

This section includes other operating expenses such as travel, mileage, rental, advertising or overhead. Additional eligible or items may be included per approval from PRDOH Deputy Planning Director and PRDOH Finance.

Operating overheads are those costs that are part of the normal functioning of the office and which provide benefits to multiple programs/awards. These may include materials, rental of copy machine or office equipment, or cost of human resources. It could also include indirect costs such as rent, utilities, insurance or others. Operating Overhead can be captured in the budget in one of two ways: 1) De minimis Rate; or 2) Approved Indirect Cost Rate (ICR).

De minimis Rate: Negotiated with PRDOH, rate can be up to 10% of the modified total direct costs for WCRP Program.

Indirect Cost Rate: Federally negotiated Indirect Cost Rate based on itemization of operating and overhead costs. Must be applied for and approved by a federal entity.

Please take note of the following:  
The federal government imposes procurement requirements for acquisitions using federal funds. Everything purchased with federal funds must be obtained through a procurement process that complies with the standards imposed by the PRDOH Procurement Manual and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). The subrecipient may procure items on the condition that the expenses are directly tied to fulfilling the conditions of the Subrecipient Agreement and that they are procured in the appropriate manner.

CDBG-DR Program Funds cannot be used to pay for food or refreshments.

OTHER OPERATING EXPENSES DETAIL				
Type	Example	Use and Need	Type of Procurement	Estimated Cost
PREVIOUS EXPENDITURES*				\$130,556.14
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, radio, television, or other available media and program-related notifications. Please note that advertising and media acquisition must follow procurement processes identified in the PRDOH Procurement Manual.	Advertising and media costs including but not limited to radio and television spots, newspaper and digital ads in social media platforms, among others, necessary to promote and complete WCRP Program components: Resilience Tools, Outreach, Educational and Technical Assistance activities and meetings as described in Exhibit B: Timeline and Performance Goals.	Small or Micro Purchase	\$103,500.00
Travel and Mileage	Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the WCRP Program. Such costs may be charged in accordance with PRDOH written travel reimbursement policies. CDBG-DR V-31 not reimburse mileage when a driver is used.	Travel costs include the costs of mileage, parking, flights, ferries, car share, lodging or pier dem allowance for Program staff traveling to promote and complete WCRP Program components: Resilience Tools, Outreach, Educational and Technical Assistance activities and meetings as described in Exhibit B: Timeline and Performance Goals. Staff with car allowances are not eligible for reimbursement of mileage, parking or tolls.		\$29,897.12
Materials and Supplies	Printing materials, banners, general office supplies, and disinfecting and protective items for use in community outreach, educational and technical assistance activities & meetings. Acquisition of materials and supplies must follow procurement processes identified in the PRDOH Procurement Manual.	Materials and supplies, including printed materials and disinfecting and protective items, to support completion of Program components: Resilience Tools, Outreach, Educational and Technical Assistance activities and meetings as described in Exhibit B: Timeline and Performance Goals.	Small or Micro Purchase	\$100,000.00
Overhead	Operating and overhead are those costs that are part of the normal functioning of the office and which provide benefits to multiple programs/awards. These may include materials, rental of copy machine or office equipment, or cost of human resources. It could also include indirect costs such as rent, utilities, insurance and others. Operating Overhead can be captured in the budget in one of two ways: 1) De minimis Rate: Negotiated with PRDOH, rate can be up to 10% of the modified total direct costs for WCRP Program. 2) Indirect Cost Rate: Federally negotiated Indirect Cost Rate based on itemization of operating and overhead costs. Must be applied for and approved by federal entity.	Indirect costs based on 10% de minimis rate, per 2 C.F.R. § 414(f), of the WCRP Programs' Modified Total Direct Costs (MTDC); Could be modified subject to the completion of a cost allocation plan and approval of a negotiated indirect cost rate by a federal entity; see Indirect Cost Calculation.		\$214,933.06
Total Other Operating Budget:				\$448,320.18

\*Includes estimated expenditure until the sign of the amendment.

4. EQUIPMENT

To support implementation of the WCRP, FPR will need a variety of equipment needs including but not limited to software, cloud services, computer equipment, and audio/visual equipment. The total budget shall not exceed **\$67,081.05** during the term of the Subrecipient Agreement, allowing flexibility that the detail may fluctuate depending on WCRP program needs. This includes **\$32,000.00** to cover equipment cost from the signature of this amendment until 12/31/2021.

Budget Worksheet: EQUIPMENT

*\*The WCRP Program is a reimbursement program. All costs must be incurred prior to reimbursement.*

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Equipment budget proposal will be considered according to the following parameters:

This section describes equipment expected to be procured for the WCRP Program and used exclusively for WCRP. Equipment includes, but is not be limited to computers, software, cloud services, audio/visual equipment and other movable equipment. All requested items must be necessary to carry out the tasks and activities described in this SRA.

Please take note of the following:

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 PRDOH Procurement Manual and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). The subrecipient may procure items on the condition that the equipment is directly tied to fulfilling the conditions of the Subrecipient Agreement, and that they are procured in the appropriate manner.

EQUIPMENT DETAIL			
Equipment	Use	Type of Procurement	Estimated Cost
PREVIOUS EXPENDITURES *			\$35,081.05
Software	Software, cloud services and platforms to support development and managing of Program components: Resilience Tools, Outreach and Educational activities, Technical Assistance, and general program functions (e.g., Adobe, GIS, website hosting and domain, online communications, survey and interactive platforms etc.).	Small Purchase	\$10,000.00
Computer Equipment	Laptops, desktops and other computer equipment and peripherals for WCRP Program staff.	Small Purchase	\$12,000.00
Audio/Visual Equipment	Audiovisual equipment and peripherals for support of Program components: Resilience Tools, Outreach and Educational activities, Technical Assistance and general program functions (e.g., projectors, screens, cameras etc.).	Small Purchase	\$10,000.00
Total Equipment			\$32,000.00

\*Includes estimated expenditure until the sign of the amendment.



April 6, 2021

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

*Katherine Meléndez Mateo*  
Katherine Meléndez Mateo  
CDBG-DR Finance Director  
Puerto Rico Department of Housing CDBG-DR

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

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**CERTIFICATION OF FUNDS FOR THE AMENDMENT TO DECREASE CONTRACT WITH FOUNDATION FOR PUERTO RICO FOR COMMUNITY RESILIENCY PROGRAM FOR CDBG-DR PLANNING PROGRAM**

As requested by the Deputy Director-Contract Administration of CDBG-DR, we certify the availability of funds for **\$3,858,916.27** for the "2<sup>nd</sup> amendment to decrease the contract with Foundation for Puerto Rico for Community Resiliency Program for the CDBG-DR Planning Program". These funds are part of the **CDBG-DR Grant "B-17-DM-72-0001"**.

The breakdown of the certified funds is as follows:

Activity Num	Account	Description	Funds Certified	Amendment	Total Amount Certified
R01P02CRP-FPR-NA	6090-01-000	Program Funds	\$ 36,750,000.00	\$ -32,891,083.73	\$ 3,858,916.27
Totals			\$ 36,750,000.00	\$ -32,891,083.73	\$ 3,858,916.27

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

Yardi # cc5502

KMM/CCC/ERP











# FPR AMENDMENT B\_ April 14 2021

Final Audit Report

2021-04-19

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