



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

AMENDMENT D to the
SUBRECIPIENT AGREEMENT
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING
AND THE
FOUNDATION FOR PUERTO RICO



This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT D**") is entered into this 30 day of March, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, dated June 10, 1972, as amended, 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** (hereinafter, the "**SUBRECIPIENT**"), a charitable organization under Section 1101.01 (a) (2) (A) of Act No. 1 of January 31, 2011, as amended, 13 LPRA § 3001 1 et seq., known as the "Puerto Rico Internal Revenue Code of 2011" and a public charity under Section 501 (c) (3) of the "United States Internal Revenue Code of 1954", 26 U.S.C. § 1 et seq. with principal offices at 1500 Antosanti Street, Suite K-Collaboratory, San Juan, Puerto Rico, represented herein by its Vice President of Operations and Programs, Alma Frontera Colón, of legal age, executive, single, and resident of San Juan, Puerto Rico; collectively the "Parties".

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on December 28, 2018, the Parties entered into a Memorandum of Understanding, Contract Number 2019-000064, (hereinafter, the "AGREEMENT") for a **period of performance of thirty-six (36) months ending in December 31, 2021**, with a budget of up to thirty-seven million five hundred thousand dollars (**\$37,500,000.00**), for the Subrecipient to undertake the activities related to the Whole Community Resilience Planning Program (hereinafter, "WCRP" or the "Program").

WHEREAS, the AGREEMENT was amended on October 3, 2019 through Amendment A, Contract No. 2019-000064A, specifically to rename the signed Memorandum of Understanding to a Subrecipient Agreement; modify and replace several exhibits; and conform the AGREEMENT to updated federal, state, and local regulations and statutes. Neither the budget nor the period of performance were modified with the Amendment A.

WHEREAS, the AGREEMENT was amended on April 19, 2021 through Amendment B, Contract No. 2019-000064B, in order to modify and replace several exhibits, and conform the AGREEMENT to federal, state, and local regulations and statutes. The original budget of the AGREEMENT was reduced to three million eight hundred fifty-eight thousand nine hundred sixteen dollars and twenty-seven cents (**\$3,858,916.27**) to complete the tasks and obligations until the end date of the AGREEMENT. The period of performance remained unaltered with the Amendment B.

WHEREAS, the AGREEMENT was amended on December 15, 2021 through Amendment C, Contract No. 2019-000064C, in order to **extend the period of performance** of the AGREEMENT for an additional term of three (3) months, **ending March 31, 2022**. The amended budget remained unaltered with the Amendment C.

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 D is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the AGREEMENT;

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, 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 AMENDMENT D; and

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WHEREAS, the SUBRECIPIENT has legal authority to enter into this AMENDMENT D in accordance with a Resolution dated December 9th, 2021 duly adopted by the SUBRECIPIENT's Board of Directors, authorizing its Vice President of Operations and Programs, Alma Frontera Colón, to enter into activities such as this AMENDMENT D on behalf of the SUBRECIPIENT.

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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 D subject to the following:

TERMS AND CONDITIONS

II. SAVINGS CLAUSE

The information included in this AMENDMENT D serves the purpose of amending the **period of performance** of the AGREEMENT; allocating additional funds for the SUBRECIPIENT to continue undertaking the PROGRAM; in addition to modifying multiple exhibits incorporated to the AGREEMENT. All provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT D.

III. SCOPE OF AMENDMENT

The Parties acknowledge and agree that this AMENDMENT D principally entails a modification of the period of performance of the AGREEMENT for two (2) additional years (24 months). An additional amount of up to three million four hundred twenty-four thousand and forty-six dollars (**\$3,424,046.00**) is being allocated for the SUBRECIPIENT to continue undertaking its tasks under the Program. Moreover, both the approval of the AGREEMENT's term extension as well as the allocation of additional funds made it necessary to modify SUBRECIPIENT's tasks, timelines, staffing organizational structure, budget, and certification of available funds. Therefore, modified or updated versions of the **Exhibit B** (Scope of Services), **Exhibit C** (Timelines and Performance Goals), **Exhibit D** (Key Personnel), **Exhibit E** (Budget), and **Exhibit G** (Funds Certification) are incorporated by reference to the AGREEMENT. Furthermore, an **Exhibit H** (Subrogation and Assignment Provisions) is being incorporated by reference to the aforementioned AGREEMENT to conform to applicable federal regulations.

IV. AMENDMENTS

- A. **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 I** of this AMENDMENT D).

- B. **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 II** of this AMENDMENT D).
- C. **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 III** of this AMENDMENT D).
- D. **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. (See **Attachment IV** of this AMENDMENT D).
- E. An additional **Exhibit G** (Funds Certification) is being incorporated by reference into the Agreement to reflect the budget increase of three million four hundred twenty-four thousand and forty-six dollars (**\$3,424,046.00**) introduced via this AMENDMENT D. (See **Attachment V** of this AMENDMENT D).

Therefore, the new total budget amount available to the SUBRECIPIENT to continue undertaking its activities under the Program is seven million two hundred eighty-two thousand nine hundred sixty-two dollars and twenty-seven cents (**\$7,282,962.27**) as stated in the amended **Exhibit E** (Budget), Attachment IV of this AMENDMENT D.

- F. An **Exhibit H** (Subrogation and Assignment Provisions) is being incorporated by reference into the Agreement and made part of the AGREEMENT. (See **Attachment VI** of this AMENDMENT D).
- G. The Parties agree to amend Section III of the AGREEMENT, as previously amended, so that the period of performance of the AGREEMENT is extended for two additional years (24 months), ending on **March 31, 2024**. The parties acknowledge that Section III shall read as follows:

III. EFFECTIVE DATE AND TERM

This Agreement shall be in effect and enforceable between the parties from the date of its execution.

The End of Term shall be the later of: (i) March 31, 2024; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements have been satisfied or, where no Close-Out Requirements are applicable to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.

[...]

V. SEVERABILITY

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

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this AMENDMENT D 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 D.

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VII. COMPTROLLER REGISTRY

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

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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.

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

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

By: William O. Rodriguez Rodriguez
William O. Rodriguez Rodriguez (Mar 30, 2022 10:16 EDT)
Name: William O. Rodríguez Rodríguez
Title: Secretary

**FOUNDATION FOR PUERTO RICO
CDBG-DR SUBRECIPIENT**

By: Alma Frontera Colón
Name: Alma Frontera Colón
Title: Vice President of Operations and Programs
DUNS Number: 079405384



EXHIBIT B

SCOPE OF SERVICES

WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM FOUNDATION FOR PUERTO RICO, INC.

1. Program Overview/Background.

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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.

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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 Whole Community Resilience Planning Program (**WCRP**) is to enable the development of comprehensive Community Resilience Plans (**CRPs**) with and for vulnerable communities that will allow them to determine their needs, identify solutions, and develop projects, programs, and policies necessary to increase their resilience.

The goals of the WCRP Program will be supported by the Subrecipient through the Technical Assistance component. Associated activities contained within are described in more detail in **Exhibit C**, Timeline and Performance Goals. The Technical Assistance component is as follows:

Technical Assistance (TA) - The Subrecipient will assist PRDOH in providing ongoing and as needed technical assistance to awarded applicants, communities and to PRDOH. TA is problem-solving in nature and is focused on assisting to promote the effective implementation and usage by Program participants of the Planning Framework and other tools developed for the program during the pre-planning and planning stages. The Subrecipient will monitor, evaluate and facilitate progress of Program participant's planning activities through individualized case management and other capacity building methods, communicate Program progress, and engage with key stakeholders, among other related assistance. The exact nature of the TA will be determined in part by the Subrecipient, Participating Entities, and communities, in coordination with PRDOH. Subrecipient will work closely with PRDOH to ensure that all assistance, training, outreach, and engagement provided is consistent and compliant with the WCRP Program and PRDOH policies and procedures.

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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.

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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 SRA, 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

TIMELINE and SCHEDULE

- 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.

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

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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.

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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.
- 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, 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 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). Provision of non-essential information (when requested) such as bulletins,

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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 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.

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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. Part 200 Subpart F, 24 C.F.R. § 570.509, CPD Closeout Notices, and PRDOH CDBG-DR Closeout Process, as may be applicable.

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5. Time Performance

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

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6. Budget

For details refer to **Exhibit E** of this SRA.

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EXHIBIT C

TIMELINES AND PERFORMANCE GOALS

WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM

FOUNDATION FOR PUERTO RICO, INC.

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PROGRAM OBJECTIVE

The main objective of the Whole Community Resilience Planning Program (**WCRP**) of the Puerto Rico Department of Housing (**PRDOH**) 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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KEY COMPONENTS

During this phase, the WCRP Program will be supported by the Subrecipient through the Technical Assistance component whose associated activities are described in more detail below. The Technical Assistance component is as follows:

1. **Technical Assistance (TA)** - The Subrecipient will assist PRDOH in providing ongoing and as needed technical assistance to awarded applicants, communities and to PRDOH. TA is problem-solving in nature and is focused on assisting to promote the effective implementation and usage by Program participants of the Planning Framework and other tools developed for the program during the pre-planning and planning stages. The Subrecipient will evaluate and facilitate progress of Program participant's planning activities through individualized case management and other capacity building methods, communicate Program progress, and engage with community key stakeholders, among other related matters. The exact nature of the TA will be determined in part by the Subrecipient, Participating Entities, and communities, with the approval of PRDOH. Subrecipient will work closely with PRDOH to ensure that all assistance, training, outreach, and engagement provided is consistent and compliant with the WCRP Program and PRDOH policies and procedures.

TERMS:

- **Community Resilience Plan (CRP)** - Refers to a strategy originating from within the community, and with the assistance of other entities as relevant, to guide the

adoption, use or incorporation of near, medium, and long-term measures designed to enhance resilience. These measures may include policies, procedures, programs and/or projects, and may include or necessitate the participation of one or more entities that directly or indirectly impact the community, such as a municipality.

- **CRP Template** – Community Resilience Plan (CRP) Template provided by PRDOH to be used by Communities and Subrecipients for the development of the CRP.
- **Indicator** – The quantitative method used to demonstrate that the Key Activities have been performed.
- **Key Activity** – The activities necessary to carry out the major objectives the Program.
- **Milestone** – The major activities or deliverables necessary to carry out the Planning Framework Phases.
- **Minimum Target** – The minimum goal for each of the Indicators.
- **Notice to Proceed with Planning Activities** – Document issued by PRDOH authorizing to proceed with Planning activities and CRP Development.
- **Participating Entities (PE)** – Refers to selected entities or Subrecipients that entered a Subrecipient Agreement (**SRA**) with PRDOH under the WCRP Program to carry out program's activities and work with Communities in the development of their CRP.
- **Phase** – The major elements necessary to carry out the Program's objective and the Planning Framework.
- **Planning Framework** – The Planning Framework is a planning methodology defined by PRDOH that will serve as the main guide for the Implementation and the four (4) Phases and eight (8) Milestones of WCRP Program and the execution of the planning activities. The Planning provides a greater description and evaluation criteria on each of these phases and Milestones.
- **Subrecipient** – For the purpose of this Exhibit, it refers to Foundation for Puerto Rico (**FPR**) which is the Selected Entity that entered a Subrecipient Agreement (**SRA**) with PRDOH under the WCRP Program to support PRDOH, lead resilience tool development; lead stakeholder engagement and provide Technical Assistance.
- **Subrecipient Agreement (SRA)** - Refers to the agreement between PRDOH and the WCRP Program Subrecipients which governs the relationship between parties as well as Subrecipient funding, activities, and contractual obligation.
- **Source of Verification** – The source or documentation used to verify that the Indicators have been met, and thus the activities are completed.
- **Timeframe** – The required completion time for each key activity.

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KEY COMPONENT #1 TECHNICAL ASSISTANCE (TA)

KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	MINIMUM TARGET	TIMEFRAME
1.1 Provide technical assistance to PRDOH and participating entities	<ul style="list-style-type: none"> Percentage of monthly check-in meetings held between WCRP Program Facilitator and participating entity POC. 	<ul style="list-style-type: none"> Agenda and minutes Sign-in sheets 	<ul style="list-style-type: none"> One (1) monthly check-in meeting held between WCRP Program Facilitator and participating entity POC. 	Start: Q2 2022 Finish: Q1 2024, or until CRPs are completed
	<ul style="list-style-type: none"> Percentage of Monthly Reports submitted by participating entities revised 	<ul style="list-style-type: none"> PRDOH Grant Compliance Portal Record of monthly reports submitted by participating entity revised 	<ul style="list-style-type: none"> One hundred percent (100%) of Monthly Reports submitted by participating entities revised. 	
	<ul style="list-style-type: none"> Percentage of deliverables submitted by participating entities revised 	<ul style="list-style-type: none"> Document with revision of deliverables submitted by participating entities 	<ul style="list-style-type: none"> One hundred percent (100%) of deliverables submitted by participating entities revised 	
	<ul style="list-style-type: none"> Percentage of PRDOH and participating entities Technical Assistance Requests are supported 	<ul style="list-style-type: none"> Email log or written communication of technical support requested by PRDOH Document evidencing technical support completed 	<ul style="list-style-type: none"> One hundred percent (100%) of PRDOH requests are supported 	
1.2 Coordination and hosting of kick-off workshop(s) for participating entities	<ul style="list-style-type: none"> Planning and design of kick-off workshop for participating entities 	<ul style="list-style-type: none"> PRDOH-approved workshop outline for participating entities 	<ul style="list-style-type: none"> One (1) PRDOH-approved workshop outline for participating entities 	Start: Q2 2022 Finish: Q3 2022
	<ul style="list-style-type: none"> Percent of participating entities that participate in onboarding workshop 	<ul style="list-style-type: none"> Evidence of invitation (letter, email, flyer) Agenda and meeting materials Sign-in sheet or participant list Post-event evaluation summary T.A. and capacity building assessment results 	<ul style="list-style-type: none"> One hundred percent (100%) of participating entities complete the onboarding workshop 	Start: Q2 2022 Ongoing until Q1 2023 or all participating entities are onboarded
1.3 Coordination and hosting of capacity building sessions for participating entities and communities as needed	<ul style="list-style-type: none"> Summary of recommended capacity building topics and draft calendar of sessions. 	<ul style="list-style-type: none"> Summary of recommended capacity building topics and draft calendar of capacity building sessions document. 	<ul style="list-style-type: none"> One (1) Summary of recommended capacity building topics and draft calendar of capacity building sessions document 	Start: Q2 2022 Finish: Q4 2022
	<ul style="list-style-type: none"> Percentage of capacity building sessions mutually agreed upon by Subrecipient and PRDOH 	<ul style="list-style-type: none"> Evidence of invitation (letter, email, flyer) Agenda and meeting materials Sign-in sheet or participant list Post-event evaluation summary 	<ul style="list-style-type: none"> One hundred percent (100%) of capacity building sessions mutually agreed with Subrecipient and PRDOH are hosted 	Ongoing until Q1 2024 or participating entities remain in program

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Key Activity 1.1: Provide technical assistance to PRDOH and participating entities

Key Activity 1.1 should start upon this SRA Amendment execution and conclude by Quarter 1 of 2024 or until participating entities complete their respective Community Resilience Plans (CRP). The objective of this activity is to provide ongoing and as needed technical support to PRDOH and WCRP Program Participants upon request and/or mutual agreement to monitor and evaluate progress of Program participant's planning activities and ensure required tasks and key activities or deliverables are progressing and completed as scheduled. TA is problem-solving in nature and is different from either outreach or education in that TA is focused on providing assistance to promote effective participatory planning processes and the implementation and usage of the Planning Framework, Planning Milestones, CRP Template, Educational Strategy, and WCRP Resilience Tools, among other related topics in compliance with the WCRP Program and PRDOH's policies and procedures.

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Tasks included in this activity are, but are not limited to:

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- Monitor and evaluate progress of Program's Participating Entities and Communities planning activities to ensure required tasks and key activities or deliverables are progressing and completed as scheduled.
- Identify other progress monitoring and evaluation activities that are needed to ensure compliance with the WCRP planning process and PRDOH policies and procedures.
- Conduct revisions and provide feedback or comments to Participating Entities on products developed as part of the WCRP planning process including monthly reports and other draft deliverables associated with each milestone contained in the WCRP Planning Framework prior to submission to PRDOH.
- Provide individualized technical assistance and follow-up to support Participating Entities and Communities in executing their planning activities and tasks in accordance with the Program's Planning Framework and Milestones, and their respective subrecipient agreements.
- Evaluate and assess effectiveness of capacity building and technical assistance provided by Subrecipient to improve content and/or methods.
- Identify tendencies regarding difficulties or obstacles confronted by participating entities to help inform the development of appropriate technical assistance and capacity building. Likewise, identify Participating Entities and Community achievements and best practices that can be shared among participating entities.
- Promote and maintain resiliency tools (WCRP website, online educational component, SCM and RVI Maps, and RVI Dashboard) as needed or as requested by PRDOH.
- Review the landscape of potential funding opportunities for the finalized CRPs

and engage with key stakeholders to present outlined projects, programs, and initiatives-of-the WCRP Program.

- Promote awareness of Program trends and outcomes by communicating insights gathered from the CRP planning process through social media posts, email blasts, flyers, press releases, among other tools or medias.

Key Activity 1.2 Coordination and hosting of kick-off workshop(s) for participating entities

Key Activity 1.2 should start upon this SRA Amendment execution and conclude by Quarter 1 of 2023 or until all participating entities that sign subrecipient agreement are onboarded. The target audiences for this event includes Participating Entities and Communities of the WCRP Program. This Key Activity includes the design and development of the workshop, and its main objective is to promote among Participating Entities and communities a thorough understanding of the principles involved in the WCRP Program and ensure they are better equipped to begin and successfully carry out their respective planning processes. Subrecipient will promote the effective use of the WCRP Planning Framework and other Program tools; clarify doubts regarding the Planning Framework, participatory planning processes and other topics related to community-based analysis of risks and vulnerabilities and resilience.

As part of the kickoff workshop, Subrecipient will complete an initial assessment or discovery of participating entities' experiences, skills, gaps, and needs to help inform the delivery of technical assistance activities and the design of capacity building workshops for participating entities and communities. The Subrecipient will consider variations or diversity in participant communities previous and ongoing planning processes or projects. Subrecipient will provide kickoff workshops on a rolling basis until all participating entities have participated in the kickoff workshop. The format and number of workshops provided by Subrecipient will be mutually agreed upon with PRDOH.

The supporting materials may include PRDOH-approved educational materials, event's invitation, agenda, flyers, presentation, scripts, worksheets, interactive quizzes, one or more slide decks, and any other material deem necessary to facilitate participatory exercises. All materials should be previously approved by PRDOH and available in English as agreed with PRDOH.

Key Activity 1.3: Coordination and hosting of capacity building sessions for participating entities and communities as needed

Key Activity 1.3 should start upon request and/or mutual agreement with PRDOH, the Subrecipient, Communities, and Participating Entities, and conclude by Quarter 1 of 2024 or until participating entities complete their respective Community Resilience Plans (CRP), whichever of these conditions comes first. The target audience for this event includes Participating Entities and Communities of the WCRP Program. The objective of this activity is to offer and coordinate capacity building activities, trainings and/or workshops to

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encourage participating entities and communities to take ownership of their community resilience planning processes and provide the tools and resources necessary to implement participatory best practices for community planning and resilience development. Capacity building trainings or workshops for Participating Entities and Communities will be based on assessment of needs and with a focus on strengthening skills and understanding of the program's thematic areas, as well as promoting participant networking and co-learning.

These workshops, for example, can provide Participating Entities and Communities with interactive content designed to complement information discussed within the education strategy and Planning Framework, as well as support on-the-ground documentation of community planning processes, and collection of primary data or oral histories. They may also provide an opportunity for Communities and Participating Entities to learn from experts in community organizing and planning to increase their capacity around key concepts for a successful participatory planning process, as well as a more profound understanding of resilience and adaptation.

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The capacity building sessions should be consistent and compliant with the WCRP Program goals and objectives, the PRDOH-approved Education Strategy content and materials, and PRDOH policies and procedures. Capacity building sessions will not interfere, or substitute activities required and programmed by Participating Entities during the planning process and development of the CRP.

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The supporting materials may include PRDOH-approved educational materials, event's invitation, agenda, flyers, presentation, scripts, worksheets, interactive quizzes, one or more slide decks, and any other material deem necessary to facilitate participatory exercises. All materials should be previously approved by PRDOH and available in English as agreed with PRDOH.

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EXHIBIT D

KEY PERSONNEL

WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM

FOUNDATION FOR PUERTO RICO, INC.

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Below is the Staffing Plan for the CDBG-DR **WCRP** Program which reflects a combination of existing employees and new hired employees dedicated to 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	Estimate Unit Price (Hourly Rate including Fringe Benefits)	Max. Monthly Total Cost
<u>FPR General Roles:</u>				
VP of Operations & Programs	1	0.1	\$73.17	\$1,265.84
Chief Financial Officer	1	0.1	\$78.66	\$1,360.82
Human Resources Director	1	0.1	\$53.99	\$934.03
HR & Administrative Coordinator	1	0.5	\$23.85	\$2,063.03
Communications Manager	1	0.1	\$32.07	\$554.81
Production Specialist	1	0.1	\$28.23	\$488.38
Communications Specialist	1	0.3	\$28.23	\$1,465.14
Graphic Designer	1	0.3	\$28.23	\$1,465.14
Web Developer & Designer	1	0.1	\$37.55	\$649.62
Finance & Accounting Manager	1	0.1	\$34.81	\$602.21
Accounting Analyst	1	0.5	\$18.36	\$1,588.14
Accounting Associate	1	0.1	\$18.36	\$317.63
Procurement Officer	1	0.5	\$29.33	\$2,537.05
Procurement Associate	1	0.1	\$21.11	\$365.20
Compliance Officer	1	0.1	\$36.45	\$630.59
<u>FPR Specific WCRP Roles:</u>				
Senior Program Officer	1	1	\$67.93	\$11,751.89

Roles	Personnel Count	FTE Count	Estimate Unit Price (Hourly Rate including Fringe Benefits)	Max. Monthly Total Cost
Grant & Compliance Manager	1	1	\$38.13	\$6,596.49
Project Manager	1	1	\$35.39	\$6,122.47
Community Planning Lead	1	1	\$40.53	\$7,011.69
Stakeholder & Outreach Coordinator	1	1	\$35.05	\$6,063.65
Field Team Supervisor	1	1	\$37.79	\$6,537.67
Program Facilitator	8	8	\$32.31	\$44,717.04
Data Analyst	1	.5	\$32.07	\$2,774.06
Total Personnel & FTE Count:	30	17.6	Total Max Monthly Personnel Cost:	\$107,862.59

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II. Role Descriptions:

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Role	Description
FPR General Roles	
VP of Operations & Programs	<ul style="list-style-type: none"> 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. Acts as liaison for executive level stakeholders for the WCRP Program. Authorized representative for all contractual and high-level decision making as it relates to WCRP.
Chief Financial Officer	<ul style="list-style-type: none"> 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. Authorized representative for all financial matters related to the WCRP Program. Assures compliance with all HUD and PRDOH financial protocols and oversees final budget, procurement, and invoice aspects for WCRP.
Human Resources Director	<ul style="list-style-type: none"> Oversees various responsibilities across a range of human resources disciplines including but not limited to: recruiting, onboarding/offboarding, benefits administration and employee relations for WCRP Program FTE Staff. Oversees and supervises the HR and Administrative Coordinator.
HR & Administrative Coordinator	<ul style="list-style-type: none"> 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. Assists the WCRP team with other administrative tasks, such as record maintenance.

Role	Description
Communications Manager	<ul style="list-style-type: none"> Leads and oversees the communication and content team to ensure the development of a comprehensive communication and/or media strategy to promote the WCRP Program's process and outcomes. Coordinates internally and with PRDOH and GM for review, input, approval and implementation of mutually agreed communications scope, content and supporting materials. Manages and coordinates with relevant news and media outlets and providers to identify and schedule media spaces for the WCRP Program.
Production Specialist	<ul style="list-style-type: none"> 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. Support the WCRP Program in the design and production of visual and creative content such as photos, video, or other communications media, as needed.
Communications Specialist	<ul style="list-style-type: none"> Helps drive the strategy and implementation for all communications efforts to drive awareness and engagement amongst relevant audiences. Provides support to the management of communication and 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. Create and/or curate and manage social media content.
Graphic Designer	<ul style="list-style-type: none"> 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. Develops overall layout and production design for web page, advertisements, brochures, flyers, presentations and reports for the WCRP Program. 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. 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.
Web Developer & Designer	<ul style="list-style-type: none"> Designs, codes, and modifies websites, from layout to function, according to organizational specifications. Designs a compliant, user-friendly, effective, and visually appealing website with clear navigation. Creates layouts, digital retouching, image editing, and updating and editing content, writing, wireframes. Gathers and processes data related to website visits and interactions.

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Role	Description
Finance & Accounting Manager	<ul style="list-style-type: none"> 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. Assures compliance with PRDOH invoicing policies and procedures. Manages submission and approval of WCRP invoices to PRDOH via Vendor Café. Prepares financial and invoice reports and documents required as they relate to WCRP.
Accounting Analyst	<ul style="list-style-type: none"> Supports accounting activities and systems related to WCRP Program timekeeping, invoicing, reimbursement, and vendor disbursement processes in compliance with PRDOH finance policies and procedures. 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. 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. Supports Program closeout as needed.
Accounting Associate	<ul style="list-style-type: none"> Supports accounting activities and systems, coordinates and processes payroll, financial reporting, and other tax matters for the organization. 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. 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.
Procurement Officer	<ul style="list-style-type: none"> Responsible for all aspects of procurement activities for the WCRP Program and compliance with PRDOH policies, procedures, and regulations, and applicable 2 C.F.R. Part 200 provisions. 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. Provides oversight of Procurement Associate with regards to their role and responsibilities. Supports Program closeout as needed.
Procurement Associate	<ul style="list-style-type: none"> Responsible for coordinating procurement activities following applicable policies, procedures, and regulations. Evaluates supply options in a cost-effective way and maintains accurate records. Provides direct support to the Procurement Officer in the preparation of Procurement Packages for WCRP, as well as vendor research and

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Role	Description
	relations, documentation development, record maintenance, and other administrative support.
Compliance Officer	<ul style="list-style-type: none"> 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. 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.
FPR Specific WCRP Roles	
Senior Program Officer	<ul style="list-style-type: none"> Provides management and oversight for all components of the Subrecipient's scope of services within the WCRP Program, including but not limited to: <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 the Analysis, Identification and Publication of CRP Outcomes and Potential Opportunities component, including supervising the day-to-day operations of the Data Analyst. Supports Program closeout as needed.



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Role	Description
Grant & Compliance Manager	<ul style="list-style-type: none"> Oversees post-award grant management and compliance for the WCRP Program, including Program closeout. Responsible for budget monitoring, invoice QA/QC and reconciliations, reporting (financial and programmatic, among others), and compliance with HUD and PRDOH regulations, policies, and procedures. 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. Supports HUD and PRDOH monitoring, audit or other requests for information, documents, or other relevant material.
Community Planning Lead	<ul style="list-style-type: none"> In collaboration with the Community Stakeholder Outreach Coordinator, directs the design, development, and implementation of Technical Assistance offerings to participating entities and communities. Leads the development and implementation of the Educational Strategy and Capacity Building tools and workshops. Supervises day to day activities of the Field Team Supervisor and Technical Assistance Specialists. In collaboration with the Community Stakeholder Outreach Coordinator, supervises the development of supporting materials and activities such as flyers, handouts, presentations, visual graphics, interactive sessions, and other creative solutions to support community outreach and stakeholder participation. Aids communications team in the publishing and communication of Program progress and outcomes. Supports Program closeout activities as needed.
Stakeholder & Outreach Coordinator	<ul style="list-style-type: none"> Advises and supports the SPO with particular focus on effective participatory community processes, key stakeholder engagement and other related topics. In collaboration with the Community Planning Lead and the Field Team Supervisor, manages the implementation and offering of technical assistance to Program participants and communities. Leads and supports the development, engagement, and coordination of capacity building events for participating entities and communities. Develops and fosters working relationship among participating entities and communities and key stakeholder groups, including non-profits, non-governmental organizations, municipalities, state agencies and others. Aids communications team in the publishing and communication of Program progress and outcomes, as well as engagement with key stakeholders to present the final summary of the WCRP Program. Supports Program closeout activities as needed.
Field Team Supervisor	<ul style="list-style-type: none"> In close collaboration with the Community Stakeholder Outreach Coordinator, oversees operations and implementation of Technical Assistance for participating entities. Supports and assists the Community Planning Lead in the management and oversight of activities related to the implementation of the education strategy and offering of technical assistance.

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Role	Description
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">  <small>AMF</small> </div> <div style="margin-right: 10px;">  <small>WCRP</small> </div> <div> Program Facilitator </div> </div>	<ul style="list-style-type: none"> Supervises the day-to-day activities of the Program Facilitators. Promotes the effective implementation and usage by Program participants of the Planning Framework and other tools developed for the Program. Supports Program closeout activities as needed.
	<ul style="list-style-type: none"> Supports participating entities, communities, and key stakeholders in the implementation and troubleshooting of the Program's community planning process and the Planning Framework Establishes efficient working relationships with participating entities and communities, fostering an environment that encourages and supports community involvement and engagement. Follows program participant's progress and evaluates their deliverables to identify and provide technical assistance or capacity building to ensure planning activities are completed. Provides or coordinates Technical Assistance, and/or Trainings and workshops related to community outreach and participation, to support the community planning processes and development of CRPs. Provides Technical Assistance and creative solutions to support Program participant's and community's capacity building related to the use of Resilience Tools, associated data and information, the WCRP Planning Framework, the CRP, and other relevant topics. Supports the development of supporting materials and activities such as flyers, handouts, presentations, visual graphics, interactive sessions, and other creative solutions to support community outreach and stakeholder participation. Develops pre-planned or as-needed capacity building materials and activities such as presentations, visual aids, interactive sessions, and other offerings to support Technical Assistance, and as required to implement the Education Strategy and Communications Strategy Requires a working understanding of stakeholder engagement and community planning principles and processes, especially as applied to Puerto Rico context. Supports Program closeout as needed.
	<ul style="list-style-type: none"> Analyzes and evaluates trends that emerge from the milestone reporting data provided by Participating Entities, PRDOH and WCRP Program Facilitators. Manages, develops, integrates, and implements technologies or data gathering processes needed for the effective execution of all data-related and tool-development initiatives. Collaborates with FPR communications team providing content for publications and publishing in WCRP website, social media, and traditional media outlets. Oversees as needed maintenance or updating of WCRP Data Tools. Supports Program closeout as needed.

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EXHIBIT E

BUDGET

WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM FOUNDATION FOR PUERTO RICO (FPR)

Grant:	CDBG-DR
Subrecipient:	Foundation for Puerto Rico (FPR)
Program:	Whole Community Resilience Planning Program (WCRP)
DRGR Activity Code:	R01P02CRP-FPR
Total Allocation:	\$7,282,962.27

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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:

The Foundation for Puerto Rico (FPR) has been allocated **\$7,282,962.27** to complete the terms of this SRA. The total cost of all items in this budget, including cost of services and/or staff, may not exceed **\$7,282,962.27**.

Proposed budget items will be evaluated according to guidelines laid out in the Code of Federal Regulations: **2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**.

As a beneficiary of the WCRP Program, the FPR assumes responsibility for administering these CDBG-DR funds in a manner consistent with the SRA, the Program objectives, and PRDOH Policies and Procedures.

2 C.F.R. Part 200 Subpart E. Cost Principles requires that all costs are allowable, reasonable, and allocable.

- **Allowable** costs are those which are necessary in order to carry out the Program, are consistent with policies and procedures established by 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	PREVIOUS SRA	CURRENT BUDGET	TOTAL BUDGET
STAFFING	Staffing resources for the execution and implementation of the Whole Community Resilience Planning Program.	\$2,905,958.90	\$2,588,702.16	\$5,494,661.06
PROFESSIONAL SERVICES	Procured services that will assist in delivery and implementation of the Whole Community Resilience Planning Program.	\$307,000.00	\$57,000.00	\$364,000.00
OTHER OPERATING	Operational costs associated with delivery and implementation of the Whole Community Resilience Planning Program. Items like, but not limited to indirect costs, supplies and materials, media or travel.	\$578,876.32	\$740,344.21	\$1,319,220.53
EQUIPMENT	Equipment needed for the execution and implementation of the Whole Community Resilience Planning Program.	\$67,081.05	\$37,999.63	\$105,080.68
TOTAL PROGRAM BUDGET: \$3,858,916.27 \$3,424,046.00 \$7,282,962.27				

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 **\$5,494,661.06** during the term of the SRA. This includes **\$2,588,702.16** to cover staffing costs until the end of this SRA to meet WCRP Program needs.

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STAFFING BUDGET PROPOSAL WILL BE SUBJECT TO THE FOLLOWING CONSIDERATIONS:

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 this SRA.

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.

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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 this Grant Agreement.
- Reimbursement is contingent upon provision and acceptance of adequate invoicing materials. Those 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.

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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
FPR General Roles					
PREVIOUS STAFFING SRA AMOUNT					\$2,905,958.90
VP of Operations & Programs	0.1	\$73.17	\$1,265.84	24	\$30,380.16

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
Chief Financial Officer	0.1	\$78.66	\$1,360.82	24	\$32,659.68
Human Resources Director	0.1	\$53.99	\$934.03	24	\$22,416.72
HR & Administrative Coordinator	0.5	\$23.85	\$2,063.03	24	\$49,512.72
Communications Manager	0.1	\$32.07	\$554.81	24	\$13,315.44
Production Specialist	0.1	\$28.23	\$488.38	24	\$11,721.12
Communications Specialist	0.3	\$28.23	\$1,465.14	24	\$35,163.36
Graphic Designer	0.3	\$28.23	\$1,465.14	24	\$35,163.36
Web Developer & Designer	0.1	\$37.55	\$649.62	24	\$15,590.88
Finance & Accounting Manager	0.1	\$34.81	\$602.21	24	\$14,453.04
Accounting Analyst	0.5	\$18.36	\$1,588.14	24	\$38,115.36
Accounting Associate	0.1	\$18.36	\$317.63	24	\$7,623.12
Procurement Officer	0.5	\$29.33	\$2,537.05	24	\$60,889.20
Procurement Associate	0.1	\$21.11	\$365.20	24	\$8,764.80
Compliance Officer	0.1	\$36.45	\$630.59	24	\$15,134.16
WCRP Specific Roles					
Senior Program Officer	1	\$67.93	\$11,751.89	24	\$282,045.36

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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
Grant & Compliance Manager	1	\$38.13	\$6,596.49	24	\$158,315.76
Project Manager	1	\$35.39	\$6,122.47	24	\$146,939.28
Community Planning Lead	1	\$40.53	\$7,011.69	24	\$168,280.56
Stakeholder & Outreach Coordinator	1	\$35.05	\$6,063.65	24	\$145,527.60
Field Team Supervisor	1	\$37.79	\$6,537.67	24	\$156,904.08
Program Facilitator	8	\$32.31	\$44,717.04	24	\$1,073,208.96
Data Analyst	0.5	\$32.07	\$2,774.06	24	\$66,577.44
Total Staff Budget	30	17.6	\$107,862.59		\$2,588,702.16

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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 **\$364,000.00** during the term of the SRA, allowing flexibility that the detail may fluctuate depending on WCRP Program needs. This includes **\$57,000.00** to cover other operating costs until the end of this SRA.

PROFESSIONAL SERVICES BUDGET PROPOSAL WILL BE SUBJECT TO THE FOLLOWING CONSIDERATIONS:

Professional Services are those services provided by entities other than the Subgrantee to carry out any component of any of 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 professional services purchased with federal funds. Everything purchased with federal

funds must be obtained through a procurement process that complies with the standards imposed by 2 C.F.R. §§ 200.318-327. The Subrecipient may procure items on the condition that the procured services are directly tied to fulfilling the conditions of the SRA, 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
PREVIOUS PROFESSIONAL SERVICES SRA AMOUNT:			\$307,000.00
Data Analysis/ Research Support	Research and data analysis services to support case management, capacity building methods and trends, promote effective participatory planning processes and usage of the Planning Framework, Educational and Data Tools, and other program data analysis tasks.	Small Purchase	\$25,000.00
Sign Language / Translation Services	Sign Language and/or Translation Services for overall Technical Assistance and other program events for participating entities and communities.	Small Purchase	\$12,000.00
Compliance Support	Compliance services to assist in the review and modifications of internal controls and policies, perform periodic pre-audit and monitoring activities to ensure compliance with Program (PRDOH) and federal (HUD) requirements and regulations.	Small Purchase	\$10,000.00
Legal Services	Legal services to support implementation of the Program, including legal counseling, assistance revising and drafting SRA amendments and other documents, and execution of legal documents.	Small Purchase	\$10,000.00
Total Proposed Budget for Professional Services:			\$57,000.00

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 **\$1,319,220.53** during the term of the SRA, allowing flexibility

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that the detail may fluctuate depending on WCRP program needs. This includes **\$740,344.21** to cover other operating costs until the end of this SRA.

OTHER OPERATING EXPENSES BUDGET PROPOSAL WILL BE CONSIDERED ACCORDING TO THE FOLLOWING PARAMETERS:

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

Please take note of the following:

The federal government imposes procurement requirements for all acquisitions using federal funds. Everything purchased with federal funds must be obtained through a procurement process that complies with 2 C.F.R. §§ 200.318-327. The subrecipient may procure items on the condition that the expenses are directly tied to fulfilling the conditions of the SRA, and that they are procured in the appropriate manner.

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 OTHER OPERATING SRA AMOUNT				\$578,876.32
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 2 C.F.R. §§ 200.318-327.	<i>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 C: Timeline and Performance Goals.</i>	Small or Micro Purchase	\$3,000.00

OTHER OPERATING EXPENSES DETAIL

Type	Example	Use and Need	Type of Procurement	Estimated Cost
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. CBDG-DR will not reimburse mileage when a driver is used.	<i>Travel costs include the costs of mileage, parking, flights, ferries, car share, lodging or pier diem 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 C: Timeline and Performance Goals. Staff with car allowances are not eligible for reimbursement of mileage, parking, or tolls.</i>	N/A	\$11,000.00
Materials and Supplies	Tangible materials and supplies used for the performance of the WCRP Program. These can include printed materials, banners, general office supplies, and disinfecting and protective items for use in community outreach, educational and technical assistance activities & meetings. Acquisition of materials and supplies must follow procurement processes identified in 2 C.F.R. §§ 200.318-327.	<i>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 C: Timeline and Performance Goals.</i>	Small or Micro Purchase	\$13,000.00
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.	<i>Indirect Cost Rate established by Negotiated Indirect Cost Rate Agreement (NICRA) with cognizant federal agency.</i>	N/A	\$713,344.21

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OTHER OPERATING EXPENSES DETAIL

Type	Example	Use and Need	Type of Procurement	Estimated Cost
Total Other Operating Budget:				\$740,344.21

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 **\$105,080.68** during the term of the SRA, allowing flexibility that the detail may fluctuate depending on WCRP program needs. This includes **\$37,999.63** to cover other operating costs until the end of this SRA.

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 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 2 C.F.R. §§ 200.318-327. The Subrecipient may procure items on the condition that the equipment is directly tied to fulfilling the conditions of the SRA, and that they are procured in the appropriate manner.

EQUIPMENT DETAIL

Equipment	Use	Type of Procurement	Estimated Cost
PREVIOUS EQUIPMENT SRA AMOUNT			\$67,081.05
Software	<i>Software licenses and cloud services to support development and managing of Program components, such as case management, capacity building and other technical assistance tasks, and general program functions (e.g., Zoom, Survey Monkey, Mail chimp, Smartsheet, Adobe Pro & Cloud Suite, ArcGIS, Website domain etc.)</i>	Small Purchase	\$16,000.00

EQUIPMENT DETAIL			
Equipment	Use	Type of Procurement	Estimated Cost
Computer Equipment	<i>Laptops, desktops and other computer equipment and peripherals for Program staff (contemplates new and replacement equipment as needed.</i>	Small Purchase	\$17,700.00
Audio/ Visual Equipment	<i>Audiovisual equipment and peripherals to support Program events, such as case management, capacity building and other technical assistance events (e.g., projection screens, specialized cameras kit, microphone etcetera.).</i>	Small Purchase	\$4,299.63
Total Equipment:			\$37,999.63

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BUDGET RE-DISTRIBUTION

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

END OF DOCUMENT



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment V EXHIBIT G

Contract Code: cc5502-d
Type: Change Order A_V2
Original Registered Code:

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: Foundation for Puerto Rico
Source of Funds: 14.228 CDBG Funds
For: Amendment D - Foundation for Puerto Rico WCRP
Amount: \$3,424,046.00

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

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Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-17-DM-72-0001	Planning	r01p02crp-fpr-na	P - Plans -Planning Program Cost	6090-01-000	\$3,424,046.00
					<u>\$3,424,046.00</u>

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 03/28/2022
Electronic Approval
Budget Manager

Nilda Baez Signed Date - 03/28/2022
Electronic Approval
Finance Director



EXHIBIT H

SUBROGATION AND ASSIGNMENT PROVISIONS

WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM

FOUNDATION FOR PUERTO RICO, INC.

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1. **General Provisions.**

- a) The Parties acknowledge that the following provisions of this Exhibit are hereto incorporated by reference and made an integral part of the aforementioned Subrecipient Agreement as **Exhibit H**.
- b) Changes in the provisions of this Exhibit will require an amendment to the Subrecipient Agreement. Such amendment would result in the incorporation by reference of a modified **Exhibit H** to the Subrecipient Agreement.

2. **Subrogation and Assignment Relating to Funds Received from the Puerto Rico Department of Housing - Whole Community Resilience Planning Program (WCRP).**

- a) These provisions are incorporated into the Subrecipient Agreement in consideration of the commitment by PRDOH to evaluate Subrecipient's application for the award of disaster assistance funds (the "**Application**") or the Subrecipient's receipt of CDBG-DR disaster recovery funds (the "**Grant Proceeds**") under the Program being administered by PRDOH.
- b) Subrecipient understands and acknowledges that the Program is subject to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§ 5121-5207 (the "**Act**") and that, under such Act, the Subrecipient may only receive assistance to the extent that the Subrecipient has a disaster recovery need that is not fully met by insurance or other forms of disaster assistance. Subrecipient further acknowledges that these provisions are intended to ensure that Subrecipient does not receive duplicate benefits available to the Subrecipient from another source, for the same purposes as the Grant Proceeds provided under the Program, and that, any assistance determined to be duplicative must be deducted from the Program's calculation of the Subrecipient's total need prior to awarding assistance.
- c) Subrecipient hereby subrogates and assigns to PRDOH any and all of Subrecipient's future rights to, and any interest Subrecipient may have in, any reimbursement and all payments received or subsequently received from any grant, loan, insurance policy or policies of any type (each individually, a "**Policy**" and collectively, the "**Policies**"), or under any subsidy, reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("**FEMA**"), insurance payments, or any other federal, state or local government agency (each, individually, a "**Disaster Program**" and collectively, the "**Disaster Programs**") to the extent of all Grant Proceeds paid or to be paid under the Program and that are determined, in the sole discretion of PRDOH or its designated agent, to be a duplication of benefits ("**DOB**"). Any payments referred to in this paragraph, whether they are from Policies, FEMA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein

as "**Proceeds**"; any Proceeds that are determined to be a DOB shall be referred to herein as "**DOB Proceeds**".

- d) Subrecipient agrees that, in the event that Subrecipient receives additional Proceeds related to disaster recovery that are not listed on the Duplication of Benefits Certification submitted in connection with the Application, Subrecipient will notify the PRDOH within **ten (10) working days** of receipt of the funds by sending a written notification to planningCDBG@vivienda.pr.gov. PRDOH will, in turn determine, in its sole discretion, if such Proceeds constitute DOB Proceeds. If any of the Proceeds are determined to be DOB Proceeds, the Subrecipient shall pay PRDOH the DOB Proceeds, to be disbursed as provided in Section 3 of this Agreement.

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3. Cooperation and Further Documentation.

- a) If PRDOH elects to pursue any of the claims Subrecipient has or may have under any Policies, Subrecipient agrees to assist and cooperate with PRDOH. Subrecipient's assistance and cooperation shall include, but shall not be limited to, allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the PRDOH. Subrecipient also agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Assistance Program.
- b) If requested by PRDOH, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better subrogate and assign to PRDOH (to the extent of the Grant Proceeds paid to Subrecipient under the Program) the Policies, any amounts received under the Disaster Assistance Programs that are determined to be DOB Proceeds and/or any rights thereunder. Subrecipient further agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the PRDOH to consummate and make effective the purposes of these provisions.
- c) Subrecipient expressly allows and authorizes PRDOH to request information from any company with which Subrecipient holds or held any insurance policy or policies of any type, any other company or entity -public or private- from which the Subrecipient has applied for or is receiving assistance (such as FEMA, or others), or any non-public or confidential information determined by PRDOH, in its sole discretion, to be reasonably necessary to monitor/enforce its interest in the rights subrogated and assigned to it under this Agreement, and grant consent to such company or entity to release said information to the PRDOH.

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4. Agreement to Turn Over Proceeds; Future Reassignment.

- a) If Subrecipient (or, to the extent permitted by superior loan documents, any lender to which DOB Proceeds are payable) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to PRDOH, if Subrecipient received Grant Proceeds under the Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.
- b) In the event that Subrecipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Certification ("**Subsequent Proceeds**"), Subrecipient shall pay such Subsequent Proceeds directly to the PRDOH, and PRDOH will determine the amount, if any, of such Subsequent Proceeds that are

DOB Proceeds ("**Subsequent DOB Proceeds**"). Subsequent Proceeds shall be disbursed as follows:

- (i) If Subrecipient has received full payment of the Grant Proceeds, Subrecipient shall remit any Subsequent DOB Proceeds to PRDOH. PRDOH shall return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
 - (ii) If Subrecipient has received no payment of the Grant Proceeds, PRDOH shall reduce the payment of the Grant Proceeds to Subrecipient by the amount of the Subsequent DOB Proceeds and shall return all Subsequent Proceeds in excess of the Subsequent DOB Proceeds to Subrecipient.
 - (iii) If Subrecipient has received a portion of the Grant Proceeds, the following shall occur: (A) PRDOH shall reduce the remaining payments of the Grant Proceeds and return Subsequent DOB Proceeds in such amount to the Subrecipient; and (B) Subrecipient shall remit any remaining Subsequent DOB Proceeds to PRDOH. PRDOH shall also return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
 - (iv) If the PRDOH makes the determination that Subrecipient does not qualify to participate in the Program or Subrecipient decides not to participate in the Program, PRDOH shall return the Subsequent Proceeds to Subrecipient, and the Agreement shall terminate.
- c) Once PRDOH has recovered an amount equal to the Grant Proceeds paid to Subrecipient, PRDOH will reassign to Subrecipient any rights given to PRDOH pursuant to these provisions.

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5. Miscellaneous.

- a) Subrecipient hereby represents that all statements and representations made by Subrecipient regarding any Proceeds are true and correct, as of the date of the issuance of the Grant Proceeds.
- b) In any proceeding to enforce these provisions, PRDOH shall be entitled to recover all costs of enforcement, including PRDOH's attorney fees.
- c) The parties hereto each waive the right to have any judicial proceeding concerning any of the provisions hereof tried by a jury.
- d) Neither these provisions, nor any portion or provisions hereof may be changed, waived, or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by all parties hereto and approved by PRDOH.
- e) These Subrogation and the rights and obligations of the parties shall be governed and construed in accordance with federal law and the laws of the Government of Puerto Rico without giving effect to conflict of law provisions. Any action arising out of or related to this Subrogation and Assignment provisions shall be brought within the Government of Puerto Rico.
- f) The captions of the various sections of this Subrogation and Assignment provisions have been inserted only for the purpose of convenience; such captions are not a part of the Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any provisions of this Subrogation.
- g) Subrecipient acknowledges that making a false, fictitious, or fraudulent statement or representation in this agreement is punishable under State and Federal law (18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729), and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

- h) Subrecipient acknowledges that they have been informed and understand the penalties for making a materially false or misleading statement to obtain CDBG-DR funds under the Program or any other of the PRDOH's Programs.

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FPR (WCRP)-AMENDMENT D

Final Audit Report

2022-03-30

Created:	2022-03-29
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmH4R3Yvour8j_HVQhVDU9XUXnTbHfYzw

"FPR (WCRP)-AMENDMENT D" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2022-03-29 - 9:09:17 PM GMT- IP address: 196.28.53.20
-  Document emailed to Alma Frontera Colón (alma.frontera@foundationpr.org) for signature
2022-03-29 - 9:11:50 PM GMT
-  Email viewed by Alma Frontera Colón (alma.frontera@foundationpr.org)
2022-03-29 - 9:13:16 PM GMT- IP address: 69.79.227.5
-  Document e-signed by Alma Frontera Colón (alma.frontera@foundationpr.org)
Signature Date: 2022-03-29 - 9:42:37 PM GMT - Time Source: server- IP address: 69.79.227.5
-  Document emailed to William O. Rodriguez Rodriguez (w.rodriguez@vivienda.pr.gov) for signature
2022-03-29 - 9:42:40 PM GMT
-  Email viewed by William O. Rodriguez Rodriguez (w.rodriguez@vivienda.pr.gov)
2022-03-30 - 2:14:30 PM GMT- IP address: 104.47.64.254
-  Document e-signed by William O. Rodriguez Rodriguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2022-03-30 - 2:16:04 PM GMT - Time Source: server- IP address: 196.28.53.20
-  Agreement completed.
2022-03-30 - 2:16:04 PM GMT



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