



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

AMENDMENT E TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
FOUNDATION FOR PUERTO RICO, INC.

Contract No. 2019-000064  
Amendment No. 2019-000064E



This **AMENDMENT E TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT E**") is entered into this 9 day of August, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the "**Department of Housing Organic Act**" ("**Organic Act**"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and the **Foundation for Puerto Rico, Inc.** ("**Subrecipient**"), a charitable organization under Section 1101.01(a)(2)(A) of Act No.1 of January 31, 2011, as amended, 13 L.P.R.A. § 30011 *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 Antonsanti Street, Suite K-Collaboratory, San Juan, Puerto Rico, represented herein by its Vice President of Operations and Programs, Alma Frontera Colón, of legal age, single, and resident of Guaynabo, Puerto Rico; collectively the "**Parties**".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on December 28, 2018, the PRDOH and the Subrecipient executed a Memorandum of Understanding, Contract Number **2019-000064** ("**Agreement**"), for **THIRTY-SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$37,500,000.00)** for the Subrecipient to undertake its activities under the **Whole Community Resilience Planning Program** ("**Program**"). The Parties agreed on a performance period of **thirty-six (36) years** from the date of the execution of the Agreement ending on **December 31, 2021**.

**WHEREAS**, on October 3, 2019, the PRDOH and the Subrecipient executed **Amendment A** to the Agreement, Contract Number **2019-000064A** ("**Amendment A**"). Via Amendment A, the signed Memorandum of Understanding was renamed as Subrecipient Agreement; also, several exhibits were modified and replaced. The Agreement was updated regarding federal, state, and local regulations and statutes. Neither the budget nor the period of performance was modified with Amendment A.

**WHEREAS**, on April 19, 2021, the PRDOH and the Subrecipient executed **Amendment B** to the Agreement, Contract Number **2019-000064B** ("**Amendment B**"). Via Amendment B, the allocated total budget was decreased to **THREE MILLION EIGHT HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND TWENTY-SEVEN CENTS (\$3,858,916.27)**. Moreover, **Exhibit B** (Scope of Services), **Exhibit C** (Timeline and Performance Goals), **Exhibit D** (Key Personnel), and **Exhibit E** (Budget) of the Agreement were updated. Additionally, **Exhibit G** (Funds Certification) was incorporated by reference into the Agreement. The period of performance remained unaltered with Amendment B.

**WHEREAS**, on December 15, 2021, the PRDOH and the Subrecipient executed **Amendment C** to the Agreement, Contract Number **2019-000064C** ("**Amendment C**"). Via Amendment C, the parties agreed to extend the performance period for an

additional period of **three (3) months**, ending on **March 31, 2022**. The total budget of the Agreement remained unaltered.

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**WHEREAS**, on March 30, 2022, the PRDOH and the Subrecipient executed **Amendment D** to the Agreement, Contract Number **2019-000064D ("Amendment D")**. Via Amendment D, the allocated total budget was increased to **SEVEN MILLION TWO HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS AND TWENTY-SEVEN CENTS (\$7,282,962.27)**. Additionally, the parties agreed to extend the performance period of the Agreement for an additional period of **twenty-four (24) months**, ending on **March 31, 2024**. Moreover, modified or updated versions of **Exhibit B** (Scope of Services), **Exhibit C** (Timelines and Performance Goals), **Exhibit D** (Key Personnel), **Exhibit E** (Budget), and **Exhibit G** (Funds Certification) were incorporated by reference into the Agreement. Additionally, **Exhibit H** (Subrogation and Assignment Provisions) was incorporated by reference into the Agreement to conform to applicable federal regulations.

**WHEREAS**, on July 28, 2022, the PRDOH and the Subrecipient executed a **Budget Redistribution** to the Agreement. Funds were reallocated to the following positions, Finance & Accounting Manager, Accounting Analyst, Accounting Associate, Data Analysis Research and Support, and Legal Services. Neither the budget nor the period of performance was modified.

**WHEREAS**, as per Section IX (A) of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

**WHEREAS**, this **AMENDMENT E** does not constitute an extinctive novation of the obligations of the Parties under the Agreement.

**WHEREAS**, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into this **AMENDMENT E**.

**WHEREAS**, the Subrecipient has the legal authority to enter into this **AMENDMENT E** in accordance with a Certificate of Corporate Resolution dated December 9, 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 E** in behalf of the Subrecipient, and by signing this **AMENDMENT E**, the Subrecipient assures the PRDOH that it shall comply with all the requirements described herein.

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

## II. TERMS AND CONDITIONS

### A. SAVINGS CLAUSE

The information included in this **AMENDMENT E** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following sections B and C of this **AMENDMENT E**. All other provisions of the Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

The Program aims to develop Community Resilience Plans that present integrated solutions to strengthen preparedness, response, recovery, and resilience capabilities at a community level in Puerto Rico. To achieve the Program goals, the Parties acknowledge and agree that it is necessary to amend **Exhibit D** (Key Personnel) and **Exhibit E** (Budget). Therefore, updated versions of the aforementioned exhibits and others (as renamed via this **AMENDMENT E**) are being incorporated by reference into the Agreement.

Also, a new exhibit, **Exhibit H** (Non-Conflict of Interest Certification), is being incorporated by reference into the Agreement. Furthermore, modifications to **Section VIII. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** of the Agreement are being incorporated to address the introduction of the aforementioned new exhibit into the Agreement. Additionally, **Section IX. CDBG-DR POLICIES AND PROCEDURES** and **Section X. FORCE MAJEURE** of the Agreement are being amended. Furthermore, **Section XXVIII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** and **Section XXIX. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** are being added to the Agreement.

As stated before, all other provisions including the total authorized budget and end date of the Agreement remain unaltered.

C. AMENDMENTS

- a. The Parties agree to amend the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement as follows:

CDBG-DR Grantee Federal Award Identification Number:	B-17-DM-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2018
CDBG-DR Grantee Unique Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See <b>Exhibit A</b> ("Scope of Work")
Subrecipient Contact Information:	Alma Frontera Colón Vice President of Operations and Programs Foundation for Puerto Rico, Inc. PO Box 364029 San Juan, PR 00936
Subrecipient Unique Identifier:	Unique Entity ID #: CLLRCACND9A5
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section III</b> of the Agreement, as amended. End Date: <b>March 31, 2024.</b>
Funds Certification:	Dated: April 6, 2021 Authorized Amount: <b>\$3,858,916.27</b> Funds Allocation: CDBG-DR "r01p02crp-fpr-na" Account Number: 6090-01-000 See <b>Exhibit E</b> ("Funds Certification")  Dated: March 28, 2022 Authorized Amount: <b>\$3,424,046.00</b> Funds Allocation: CDBG-DR "r01p02crp-fpr-na" Account Number: 6090-01-000 See <b>Exhibit E-I</b> ("Funds Certification")

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- b. **Section VIII. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** of the Agreement is being amended to include an additional paragraph that makes reference to the new **Exhibit H** (Non-Conflict of Interest Certification):

[...]

Moreover, **Exhibit H** ("Non-Conflict of Interest Certification"), attached herein and made an integral part of this Agreement, outlines several situations that may reasonably be considered as conflicts of interest. The Subrecipient shall disclose and certify that, to the best of its knowledge, none of the situations exist or may exist at the date of the execution of the Agreement. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent, potential, or actual conflicts of interest related to CDBG-DR funded projects, activities, and/or Operations.

- c. The Parties agree to amend **Section IX. CDBG-DR POLICIES AND PROCEDURES** as follows:

In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

- d. The Parties agree to amend **Section X. FORCE MAJEURE** as follows:

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the Contractor or Subrecipient shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

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*The Contractor or Subrecipient shall notify the PRDOH in writing as soon as possible, but in any event within ten (10) business days of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The Contractor or Subrecipient may be entitled to reasonable adjustments in schedule, among other measures, in the foregoing circumstances. If non-performance continues for more than thirty (30) days, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the Contractor or Subrecipient.*

- e. The Parties agree to add **Section XXVIII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** as follows:

*The Subrecipient must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.*

- f. The Parties agree to add **Section XXIX. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** as follows:

*The Subrecipient does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the Subrecipient acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Agreement, until the environmental review process is completed under PRDOH's satisfaction. The Subrecipient acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a **Notice to Proceed** from PRDOH.*

- g. **Exhibit A** (Resolution of Subrecipient's Board of Directors) of the Agreement is being removed from the Agreement.
- h. **Exhibit B** (Scope of Services) of the Agreement is being renamed **Exhibit A** (Scope of Services). (**See Attachment I**)
- i. **Exhibit C** (Timelines and Performance Goals) of the Agreement is being renamed as **Exhibit B** (Timelines and Performance Goals). (**See attachment II**)
- j. **Exhibit D** (Key Personnel) of the Agreement is being renamed as **Exhibit C** (Key Personnel). Also, the aforementioned exhibit is being modified by an updated version hereto incorporated by reference into the Agreement (**See Attachment III**). The updated version incorporates the following modifications:

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- i. Columns from Table I: Personnel Count, FTE Count, Estimated Unit Price (Hourly Rate including Fringe Benefits), and Max. Monthly Total Cost, are being removed.

- k. **Exhibit E** (Budget) of the Agreement is being renamed as **Exhibit D** (Budget). The aforementioned exhibit is being modified by an updated version hereto incorporated by reference into the Agreement (**See Attachment IV**). The updated version incorporates the following modifications:

- i. In the STAFFING DETAIL table, replace the title of Column [C] to now read "Estimated Cost Per Month". In addition, replaces the title of the Last Column to now read "Estimated Staff Cost for Program Over Duration of Contract".
- ii. In the STAFFING DETAIL table, regarding the HR & Administrative Coordinator position: FTE Count has been reduced from 0.5 to 0.2. The Estimated Cost Per Month has been reduced from \$2,063.03 to \$825.21. As a result, the Estimated Staff Cost for Program over Duration of Contract has been reduced from \$49,572.72 to \$19,805.04.
- iii. In the STAFFING DETAIL table, regarding the Communications Specialist position: FTE Count has been reduced from 0.3 to 0.2. The Estimated Cost Per Month has been reduced from \$1,465.14 to \$976.76. As a result, Estimated Staff Cost for Program over Duration of Contract has been reduced from \$35,163.36 to \$23,442.24.
- iv. In the STAFFING DETAIL table, regarding the Graphic Designer position: FTE Count has been reduced from 0.3 to 0.2. The Estimated Cost Per Month has been reduced from \$1,465.14 to \$976.76. As a result, Estimated Staff Cost for Program over Duration of Contract has been reduced from \$35,163.36 to \$23,442.24.
- v. In the STAFFING DETAIL table, regarding the Procurement Officer position: FTE Count has been reduced from 0.5 to 0.4. The Estimated Cost Per Month has been reduced from \$2,537.05 to \$2,029.64. As a result, Estimated Staff Cost for Program over Duration of Contract has been reduced from \$60,889.20 to \$48,711.36.
- vi. In the STAFFING DETAIL table, regarding the Data Analyst position: FTE Count has been increased from 0.5 to 1. The Unit Price has been reduced from \$32.07 to \$31.77. Also, the Estimated Cost Per Month has been increased from \$2,774.06 to \$5,496.05. As a result, Estimated Staff Cost for Program over Duration of Contract has been increased from \$66,577.44 to \$131,905.20.

- l. **Exhibit G** (Funds Certification) of the Agreement, for the amount of \$3,858,916.27, as incorporated by reference into the Agreement via Amendment B, is being renamed as **Exhibit E** (Funds Certification). (**See Attachment V**)
- m. **Exhibit G** (Funds Certification) of the Agreement, for the amount of \$3,424,046.00, as incorporated by reference into the Agreement via Amendment D, is being renamed as **Exhibit E - I** (Funds Certification). (**See Attachment VI**)

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- n. **Exhibit F** (HUD General Provisions) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**See Attachment VII**).
  - o. **Exhibit H** (Subrogation and Assignment Provisions) of the Agreement is being renamed as **Exhibit G** (Subrogation and Assignment Provisions). (**See Attachment VIII**)
  - p. The new **Exhibit H** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement via this **AMENDMENT E**. (**See Attachment IX**).

### III. SEVERABILITY

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

### IV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT E** 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 E**.

### V. COMPTROLLER REGISTRY

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

### VI. ENTIRE AGREEMENT

The Agreement, as amended, constitutes the entire agreement among the Parties for the use of funds received under the Agreement, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties concerning the Agreement, as amended.

### VII. FEDERAL FUNDING

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

[SIGNATURES ON THE FOLLOWING PAGE.]

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

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

By: William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Aug 9, 2023 18:18 EDT)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

**FOUNDATION FOR PUERTO RICO, INC.**  
**Subrecipient**

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





GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## Attachment I

### EXHIBIT A

### SCOPE OF SERVICES

### WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM

### FOUNDATION FOR PUERTO RICO, INC.

#### 1. Program Overview/Background.

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

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

#### 2. National Objective

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

#### 3. Program Description

The purpose of the 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 B**, Timeline and Performance Goals. The Technical Assistance component is as follows:

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**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.

#### 4. Tasks

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

The tasks and activities under this Program will be managed by Foundation for Puerto Rico (**FPR**) as Subrecipient of PRDOH. Consistent with the requirements of this 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 B**, Timelines and Performance goals.

STAFFING

- 4.2.3** Hire Key Personnel and Staff listed in **Exhibit C** 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.

#### 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](http://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.

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#### 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.

#### 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.

#### 5. Time Performance

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

#### 6. Budget

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

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### EXHIBIT B

## TIMELINES AND PERFORMANCE GOALS

### WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM

#### FOUNDATION FOR PUERTO RICO, INC.

##### 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.

##### 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



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

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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.

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

- 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

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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.

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.

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 deemed 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 C

## KEY PERSONNEL

### WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM

### FOUNDATION FOR PUERTO RICO, INC.

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.

#### I. Roles

<u>FPR General Roles:</u>
VP of Operations & Programs
Chief Financial Officer
Human Resources Director
HR & Administrative Coordinator
Communications Manager
Production Specialist
Communications Specialist
Graphic Designer
Web Developer & Designer
Finance & Accounting Manager
Accounting Analyst
Accounting Associate
Procurement Officer
Procurement Associate
Compliance Officer
<u>FPR Specific WCRP Roles:</u>
Senior Program Officer
Grant & Compliance Manager
Project Manager
Community Planning Lead
Stakeholder & Outreach Coordinator
Field Team Supervisor
Program Facilitator
Data Analyst

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## II. Role Descriptions:

Role	Description
<b>FPR General Roles</b>	
<b>VP of Operations &amp; Programs</b>	<ul style="list-style-type: none"> <li>Oversees and provides leadership management and vision necessary to ensure the proper operational controls, administrative and reporting procedures, and human resources systems are in place.</li> <li>Acts as liaison for executive level stakeholders for the WCRP Program.</li> <li>Authorized representative for all contractual and high-level decision making as it relates to WCRP.</li> </ul>
<b>Chief Financial Officer</b>	<ul style="list-style-type: none"> <li>Oversees strategic and tactical matters as they relate to budget management, cost benefit analysis and forecasting needs for the organization and its programs. Provides financial, operational, and programmatic support to the organization.</li> <li>Authorized representative for all financial matters related to the WCRP Program.</li> <li>Assures compliance with all HUD and PRDOH financial protocols and oversees final budget, procurement, and invoice aspects for WCRP.</li> </ul>
<b>Human Resources Director</b>	<ul style="list-style-type: none"> <li>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.</li> <li>Oversees and supervises the HR and Administrative Coordinator.</li> </ul>
<b>HR &amp; Administrative Coordinator</b>	<ul style="list-style-type: none"> <li>Supports and assists the Human Resources Director in all areas related to human resources, including but not limited to recruiting, onboarding/ offboarding, benefits administration, and employee relations, among other related tasks, for WCRP Program FTE staff.</li> <li>Assists the WCRP team with other administrative tasks, such as record maintenance.</li> </ul>
<b>Communications Manager</b>	<ul style="list-style-type: none"> <li>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.</li> <li>Coordinates internally and with PRDOH and GM for review, input, approval and implementation of mutually agreed communications scope, content and supporting materials.</li> <li>Manages and coordinates with relevant news and media outlets and providers to identify and schedule media spaces for the WCRP Program.</li> </ul>
<b>Production Specialist</b>	<ul style="list-style-type: none"> <li>Provides strategic, tactical, and production support across leading marketing channels, including website, social media, email, and events. Produces graphic and visual content to support programmatic activities.</li> <li>Support the WCRP Program in the design and production of visual and creative content such as photos, video, or other communications media, as needed.</li> </ul>
<b>Communications Specialist</b>	<ul style="list-style-type: none"> <li>Helps drive the strategy and implementation for all communications efforts to drive awareness and engagement amongst relevant audiences.</li> <li>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</li> </ul>

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Role	Description
	<p>advertisements, newspapers, press releases, brochures, magazines, radio, television, and reports.</p> <ul style="list-style-type: none"> <li>• Create and/or curate and manage social media content.</li> </ul>
<b>Graphic Designer</b>	<ul style="list-style-type: none"> <li>• Responsible for graphic design and development of creative visual concepts using computer software for implementation of the communications, outreach and educational strategies of the WCRP Program.</li> <li>• Develops overall layout and production design for web page, advertisements, brochures, flyers, presentations and reports for the WCRP Program.</li> <li>• Provide support to the management of marketing campaigns that promote the WCRP Program in all digital communications platforms such as, but not limited to websites, social media, digital advertisements, newspapers, press releases, brochures, magazines, radio, television, and reports.</li> <li>• Requires proficiency and skill in development of messaging and content, including layout and production design for visual content and a creative approach to developing content such as photos, video, or other communications media.</li> </ul>
<b>Web Developer &amp; Designer</b>	<ul style="list-style-type: none"> <li>• Designs, codes, and modifies websites, from layout to function, according to organizational specifications.</li> <li>• Designs a compliant, user-friendly, effective, and visually appealing website with clear navigation.</li> <li>• Creates layouts, digital retouching, image editing, and updating and editing content, writing, wireframes.</li> <li>• Gathers and processes data related to website visits and interactions.</li> </ul>
<b>Finance &amp; Accounting Manager</b>	<ul style="list-style-type: none"> <li>• Provides supports and daily supervision of finance and accounting team and their operations, including payables, billing, receivables, asset management payroll, regulator/bank relations, general ledger, among others. Ensures efficient coordination with various programs/areas and grants by implementing budget systems and financial records compatible with accounting systems.</li> <li>• Assures compliance with PRDOH invoicing policies and procedures. Manages submission and approval of WCRP invoices to PRDOH via Vendor Café.</li> <li>• Prepares financial and invoice reports and documents required as they relate to WCRP.</li> </ul>
<b>Accounting Analyst</b>	<ul style="list-style-type: none"> <li>• Supports accounting activities and systems related to WCRP Program timekeeping, invoicing, reimbursement, and vendor disbursement processes in compliance with PRDOH finance policies and procedures.</li> <li>• Prepares WCRP invoice packages including but not limited to salary allocations, invoice templates and supporting documentation for submission to PRDOH; manages initial upload of package via VendorCafe.</li> <li>• Assists Grant Manager in monitoring budget and preparing administrative, financial, audit or monitoring reports or other requests for information for the WCRP program, among other related functions.</li> <li>• Supports Program closeout as needed.</li> </ul>



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Role	Description
<b>Accounting Associate</b>	<ul style="list-style-type: none"> <li>Supports accounting activities and systems, coordinates and processes payroll, financial reporting, and other tax matters for the organization.</li> <li>Provides support to the Finance and Accounting Manager in assuring compliance with PRDOH invoicing policies and procedures, preparing supporting documentation for invoices and financial reports as they relate to WCRP Program.</li> <li>Provides direct support to all accounting operations in areas that may include payables, revenues, payroll, general ledger, financial reporting, and any other related tasks, as needed.</li> </ul>
<b>Procurement Officer</b>	<ul style="list-style-type: none"> <li>Responsible for all aspects of procurement activities for the WCRP Program and compliance with PRDOH policies, procedures, and regulations, and applicable 2 C.F.R. Part 200 provisions.</li> <li>Develops HUD- and PRDOH- compliant Procurement Packages for every procurement necessary for the Subrecipient to carry out its responsibilities, which may include, but is not limited to, a Scope of Services, Independent Cost Estimate, Certification of Funds Availability, and/or any other document designated by PRDOH Procurement to be a necessary component of a complete Procurement Package.</li> <li>Provides oversight of Procurement Associate with regards to their role and responsibilities.</li> <li>Supports Program closeout as needed.</li> </ul>
<b>Procurement Associate</b>	<ul style="list-style-type: none"> <li>Responsible for coordinating procurement activities following applicable policies, procedures, and regulations. Evaluates supply options in a cost-effective way and maintains accurate records.</li> <li>Provides direct support to the Procurement Officer in the preparation of Procurement Packages for WCRP, as well as vendor research and relations, documentation development, record maintenance, and other administrative support.</li> </ul>
<b>Compliance Officer</b>	<ul style="list-style-type: none"> <li>Supports the development of policies and procedures, as well as periodically monitoring program compliance by developing compliance monitoring systems and producing expenditure and compliance reports.</li> <li>Supports WCRP staff with compliance of all applicable HUD and PRDOH regulations, policies, protocols, and processes. Assists the WCRP team during monitoring and auditing events, as needed.</li> </ul>
<b>FPR Specific WCRP Roles</b>	
<b>Senior Program Officer</b>	<ul style="list-style-type: none"> <li>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"> <li>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.</li> <li>Ensures components, outcomes, activities, and deliverables are high quality and meet or exceed PRDOH expectations.</li> <li>Monitors and controls resource allocations, ensuring that the Subrecipient has allocated the resources necessary to produce high quality work within the given timeframe.</li> <li>Monitors and controls budget, timelines and schedules.</li> </ul> </li> </ul>

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Role	Description
	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Serves as a liaison with different WCRP Program stakeholders.</li> </ul>
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>• Supports and assists the Senior Program Officer in the management and oversight of all activities related to the WCRP programmatic components.</li> <li>• Maintains and monitors project schedules, resources, and supports deliverable production. Tracks progress of the different components of the WCRP Program.</li> <li>• Supports production and timely deliverable of performance and administrative monthly reports.</li> <li>• 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.</li> <li>• 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.</li> <li>• Supports Program closeout as needed.</li> </ul>
<b>Grant &amp; Compliance Manager</b>	<ul style="list-style-type: none"> <li>• Oversees post-award grant management and compliance for the WCRP Program, including Program closeout.</li> <li>• 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.</li> <li>• Coordinates internally with all teams, including finance, procurement, human resources, communications, and others to ensure that all applicable HUD and PRDOH policies, guidelines and procedures, or other regulatory requirements are met.</li> <li>• Supports HUD and PRDOH monitoring, audit or other requests for information, documents, or other relevant material.</li> </ul>
<b>Community Planning Lead</b>	<ul style="list-style-type: none"> <li>• In collaboration with the Community Stakeholder Outreach Coordinator, directs the design, development, and implementation of Technical Assistance offerings to participating entities and communities.</li> <li>• Leads the development and implementation of the Educational Strategy and Capacity Building tools and workshops.</li> <li>• Supervises day to day activities of the Field Team Supervisor and Technical Assistance Specialists.</li> <li>• 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.</li> </ul>

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Role	Description
	<ul style="list-style-type: none"> <li>• Aids communications team in the publishing and communication of Program progress and outcomes.</li> <li>• Supports Program closeout activities as needed.</li> </ul>
<b>Stakeholder &amp; Outreach Coordinator</b>	<ul style="list-style-type: none"> <li>• Advises and supports the SPO with particular focus on effective participatory community processes, key stakeholder engagement and other related topics.</li> <li>• 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.</li> <li>• Leads and supports the development, engagement, and coordination of capacity building events for participating entities and communities.</li> <li>• 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.</li> <li>• 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.</li> <li>• Supports Program closeout activities as needed.</li> </ul>
<b>Field Team Supervisor</b>	<ul style="list-style-type: none"> <li>• In close collaboration with the Community Stakeholder Outreach Coordinator, oversees operations and implementation of Technical Assistance for participating entities.</li> <li>• 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.</li> <li>• Supervises the day-to-day activities of the Program Facilitators.</li> <li>• Promotes the effective implementation and usage by Program participants of the Planning Framework and other tools developed for the Program.</li> <li>• Supports Program closeout activities as needed.</li> </ul>
<b>Program Facilitator</b>	<ul style="list-style-type: none"> <li>• Supports participating entities, communities, and key stakeholders in the implementation and troubleshooting of the Program's community planning process and the Planning Framework</li> <li>• Establishes efficient working relationships with participating entities and communities, fostering an environment that encourages and supports community involvement and engagement.</li> <li>• Follows program participant's progress and evaluates their deliverables to identify and provide technical assistance or capacity building to ensure planning activities are completed.</li> <li>• 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.</li> <li>• 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.</li> <li>• Supports the development of supporting materials and activities such as flyers, handouts, presentations, visual graphics, interactive sessions, and</li> </ul>

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Role	Description
	<p>other creative solutions to support community outreach and stakeholder participation.</p> <ul style="list-style-type: none"><li>• 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</li><li>• Requires a working understanding of stakeholder engagement and community planning principles and processes, especially as applied to Puerto Rico context.</li><li>• Supports Program closeout as needed.</li></ul>
Data Analyst	<ul style="list-style-type: none"><li>• Analyzes and evaluates trends that emerge from the milestone reporting data provided by Participating Entities, PRDOH and WCRP Program Facilitators.</li><li>• Manages, develops, integrates, and implements technologies or data gathering processes needed for the effective execution of all data-related and tool-development initiatives.</li><li>• Collaborates with FPR communications team providing content for publications and publishing in WCRP website, social media, and traditional media outlets.</li><li>• Oversees as needed maintenance or updating of WCRP Data Tools.</li><li>• Supports Program closeout as needed.</li></ul>

**END OF DOCUMENT**



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## ATTACHMENT IV

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### EXHIBIT D

### BUDGET

#### WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM

#### FOUNDATION FOR PUERTO RICO, INC.

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

*\*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.

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- **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
<b>STAFFING</b>	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
<b>PROFESSIONAL SERVICES</b>	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
<b>OTHER OPERATING</b>	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
<b>EQUIPMENT</b>	Equipment needed for the execution and implementation of the Whole Community Resilience Planning Program.	\$67,081.05	\$37,999.63	\$105,080.68
<b>TOTAL PROGRAM BUDGET: \$3,858,916.27 \$3,424,046.00 \$7,282,962.27</b>				

## 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 C: Key Personnel** as well as **Exhibit D: Budget (Staffing Section)**. They must be necessary to carry out the tasks and activities described in this 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 C: Key Personnel** or in **Exhibit D: Budget (Staffing Section)** and will not be eligible to charge their time directly to the WCRP Program.

**Please take note of the following:**

- Reimbursement may not be provided for personnel that are not included in the *Staffing Budget Detail* and **Exhibit C: 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.

STAFFING DETAIL					
POSITION	[A] FTE COUNT	[B] UNIT PRICE (Hourly rate Including Fringe benefits)	[C] ESTIMATED COST PER MONTH = [A] x [B] x [173 hrs]	[D] DURATION OF CONTRACT (months)	[C] x [D] = ESTIMATED STAFF COST FOR PROGRAM Over duration of contract
<b>FPR General Roles</b>					
<b>PREVIOUS STAFFING SRA AMOUNT</b>					<b>\$2,905,958.90</b>
<b>VP of Operations &amp; Programs</b>	0.1	\$73.17	\$1,265.84	24	\$30,380.16

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STAFFING DETAIL					
POSITION	[A] FTE COUNT	[B] UNIT PRICE (Hourly rate including Fringe benefits)	[C] ESTIMATED COST PER MONTH = [A] x [B] x [173 hrs]	[D] DURATION OF CONTRACT (months)	[C] x [D] = ESTIMATED 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	0.2	\$23.85	\$825.21	24	\$19,805.04
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	0.2	\$28.23	\$976.76	24	\$23,442.24
Graphic Designer	0.2	\$28.23	\$976.76	24	\$23,442.24
Web Developer & Designer	0.1	\$37.55	\$649.62	24	\$15,590.88
Finance & Accounting Manager	0.1	\$39.58	\$684.73	24	\$16,433.52
Accounting Analyst	0.2	\$26.57	\$919.32	24	\$22,063.68
Accounting Associate	0.25	\$20.90	\$903.93	24	\$21,694.32
Procurement Officer	0.4	\$29.33	\$2,029.64	24	\$48,711.36
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] ESTIMATED COST PER MONTH = [A] x [B] x [173 hrs]	[D] DURATION OF CONTRACT (months)	[C] x [D] = ESTIMATED 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	1	\$31.77	\$5,496.05	24	\$131,905.20
<b>Total Staff Budget</b>	<b>30</b>	<b>17.35</b>	<b>\$107,862.59</b>		<b>\$2,588,702.16</b>

## 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

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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
<b>PREVIOUS PROFESSIONAL SERVICES SRA AMOUNT:</b>			<b>\$307,000.00</b>
<b>Data Analysis/ Research Support</b>	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	\$30,000.00
<b>Sign Language / Translation Services</b>	Sign Language and/or Translation Services for overall Technical Assistance and other program events for participating entities and communities.	Small Purchase	\$12,000.00
<b>Compliance Support</b>	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 ( <b>HUD</b> ) requirements and regulations.	Small Purchase	\$10,000.00
<b>Legal Services</b>	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	\$5,000.00
<b>Total Proposed Budget for Professional Services:</b>			<b>\$57,000.00</b>

### 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	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	Small or Micro Purchase	\$3,000.00

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OTHER OPERATING EXPENSES DETAIL				
Type	Example	Use and Need	Type of Procurement	Estimated Cost
	identified in 2 C.F.R. §§ 200.318-327.	<b>Exhibit B:</b> Timeline and Performance Goals.		
<b>Travel and Mileage</b>	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.	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 <b>Exhibit B:</b> Timeline and Performance Goals. Staff with car allowances are not eligible for reimbursement of mileage, parking, or tolls.	N/A	\$11,000.00
<b>Materials and Supplies</b>	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.	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 <b>Exhibit B:</b> Timeline and Performance Goals.	Small or Micro Purchase	\$13,000.00
<b>Overhead</b>	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	Indirect Cost Rate established by Negotiated Indirect Cost Rate Agreement ( <b>NICRA</b> ) with cognizant federal agency.	N/A	\$713,344.21

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OTHER OPERATING EXPENSES DETAIL				
Type	Example	Use and Need	Type of Procurement	Estimated Cost
	others.			
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	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	Small Purchase	\$16,000.00

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EQUIPMENT DETAIL			
Equipment	Use	Type of Procurement	Estimated Cost
	(e.g., Zoom, Survey Monkey, Mail chimp, Smartsheet, Adobe Pro & Cloud Suite, ArcGIS, Website domain etc.)		
<b>Computer Equipment</b>	Laptops, desktops and other computer equipment and peripherals for Program staff (contemplates new and replacement equipment as needed.	Small Purchase	\$17,700.00
<b>Audio/ Visual Equipment</b>	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.).	Small Purchase	\$4,299.63
<b>Total Equipment:</b>			<b>\$37,999.63</b>

## 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 E

April 6, 2021

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

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

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

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

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

The breakdown of the certified funds is as follows:

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

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

Yardi # cc5502

KMM/CCC/ERP



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Attachment VI EXHIBIT E-I

**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

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

Grant	Phase/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





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## EXHIBIT F

### HUD GENERAL PROVISIONS

#### WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM FOUNDATION FOR PUERTO RICO, INC.

Given that the Subrecipient Agreement (SRA) involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Subrecipient Agreement. In addition, SUBRECIPIENT shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The SUBRECIPIENT (also referred to as the "Partner") shall include these terms and conditions in all subcontracts or purchase orders directly servicing the SRA.

These general provisions may be updated from time to time. It is the sole responsibility of the SUBRECIPIENT to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

#### General Provisions:

##### 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the AGREEMENT shall forthwith be physically amended to make such insertion or correction.

##### 2. STATUTORY AND REGULATORY COMPLIANCE

SUBRECIPIENT shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

##### 3. BREACH OF SUBRECIPIENT AGREEMENT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this AGREEMENT, in instances where the SUBRECIPIENT or any of its subcontractors violate or breach any AGREEMENT term. If the SUBRECIPIENT or any of its subcontractors violate or breach any AGREEMENT term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the AGREEMENT documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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#### 4. REPORTING REQUIREMENTS

The SUBRECIPIENT shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The SUBRECIPIENT shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

#### 5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the SUBRECIPIENT which are related to this AGREEMENT, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

#### 6. MAINTENANCE/RETENTION OF RECORDS

The SUBRECIPIENT shall retain all official records on programs and individual activities shall be retained for the greater of **five (5) years**, starting from the closeout of the grant between PRDOH and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular **five (5) year** period, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

#### 7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The SUBRECIPIENT will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the SUBRECIPIENT shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

#### 8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made

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by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

#### **9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The SUBRECIPIENT will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

#### **10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The SUBRECIPIENT shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

#### **11. SECTION 504 OF THE REHABILITATION ACT OF 1973**

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

The SUBRECIPIENT agrees that no qualified individual with a disability shall, solely on the basis of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

#### **12. AGE DISCRIMINATION ACT OF 1975**

The SUBRECIPIENT shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

#### **13. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The SUBRECIPIENT represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

#### **14. CONFLICTS OF INTEREST**

The SUBRECIPIENT shall notify the PRDOH as soon as possible if this AGREEMENT or any aspect related to the anticipated work under this AGREEMENT raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The SUBRECIPIENT shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The SUBRECIPIENT shall

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provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The SUBRECIPIENT shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

#### **15. SUBCONTRACTING**

When subcontracting, the SUBRECIPIENT shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The SUBRECIPIENT represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this AGREEMENT.

The SUBRECIPIENT will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

#### **16. ASSIGNABILITY**

The SUBRECIPIENT shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

#### **17. INDEMNIFICATION**

The SUBRECIPIENT shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the SUBRECIPIENT in the performance of the services called for in this AGREEMENT.

#### **18. COPELAND "ANTI-KICKBACK" ACT**

##### **(Applicable to all construction or repair contracts)**

Salaries of personnel performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The SUBRECIPIENT shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by

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subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

#### **19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)**

The SUBRECIPIENT shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the SUBRECIPIENTS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

#### **20. DAVIS-BACON ACT**

**(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)**

The SUBRECIPIENT shall comply with the Davis Bacon Act (40 U.S.C. § 3141, et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or subcontractors, including employees of other governments, on construction work assisted under this AGREEMENT, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the SUBRECIPIENT shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

#### **21. TERMINATION FOR CAUSE**

**(Applicable to contracts exceeding \$10,000)**

If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner his or her obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this AGREEMENT, the PRDOH shall thereupon have the right to terminate this AGREEMENT by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof, **at least five (5) days** before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the SUBRECIPIENT shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the SUBRECIPIENT, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the SUBRECIPIENT is determined.

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## 22. TERMINATION FOR CONVENIENCE

### (Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this AGREEMENT at any time by giving **at least ten (10) days'** notice in writing to the SUBRECIPIENT. If the AGREEMENT is terminated by the PRDOH as provided herein, the SUBRECIPIENT will be paid for the time provided and expenses incurred up to the termination date.

## 23. SECTION 503 OF THE REHABILITATION ACT OF 1973

### (Applicable to contracts exceeding \$10,000)

The SUBRECIPIENT shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The SUBRECIPIENT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the SUBRECIPIENT;
  - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the SUBRECIPIENT including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- 2) The SUBRECIPIENT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the SUBRECIPIENT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the SUBRECIPIENT'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The SUBRECIPIENT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the SUBRECIPIENT may

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have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

- 5) The SUBRECIPIENT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the SUBRECIPIENT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The SUBRECIPIENT will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **24. EQUAL EMPLOYMENT OPPORTUNITY**

##### **(Applicable to construction contracts and subcontracts exceeding \$10,000)**

The SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60). During the performance of this Agreement, the SUBRECIPIENT agrees as follows:

- 1) The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The SUBRECIPIENT will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the SUBRECIPIENT's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- 5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the SUBRECIPIENT's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) SUBRECIPIENT shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

**25. CERTIFICATION OF NONSEGREGATED FACILITIES**  
**(Applicable to construction contracts exceeding \$10,000)**

The SUBRECIPIENT certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The SUBRECIPIENT agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The SUBRECIPIENT further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).



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## **26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

### **(Applicable to contracts exceeding \$100,000)**

The SUBRECIPIENT and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the SUBRECIPIENT or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the SUBRECIPIENT to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the SUBRECIPIENT that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the SUBRECIPIENT will take such action as the government may direct as a means of enforcing such provisions.

## **27. ANTI-LOBBYING**

### **(Applicable to contracts exceeding \$100,000)**

By the execution of this AGREEMENT, the SUBRECIPIENT certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

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cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

- 3) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **28. BONDING REQUIREMENTS**

### **(Applicable to construction and facility improvement contracts exceeding \$100,000)**

The SUBRECIPIENT shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the SUBRECIPIENT shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the SUBRECIPIENT's obligations under such contract.
- 3) A payment bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## **29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the in 24 C.F.R. Part 75 regulations.

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- C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- E. The SUBRECIPIENT acknowledges that SUBRECIPIENTS, contractors, and subcontractors are required to meet the employment, training, and contracting requirements of 24 C.F.R. 75.19, regardless of whether Section 3 language is included in recipient or SUBRECIPIENT agreements, program regulatory agreements, or contracts.
- F. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled: (1) after the SUBRECIPIENT is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 C.F.R. Part 75.
- G. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- I. The SUBRECIPIENT agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts

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to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

### **30. FAIR HOUSING ACT**

SUBRECIPIENT shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

### **31. ENERGY POLICY AND CONSERVATION ACT**

SUBRECIPIENT shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq).

### **32. HATCH ACT**

SUBRECIPIENT agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing PARTNER, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The SUBRECIPIENT may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

### **33. HEALTH AND SAFETY STANDARDS**

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

### **34. PERSONNEL**

The SUBRECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the SUBRECIPIENT or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this AGREEMENT.

### **35. WITHHOLDING OF WAGES**

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If in the performance of this Agreement, there is any underpayment of wages by the SUBRECIPIENT or by any subcontractor thereunder, the PRDOH may withhold from the SUBRECIPIENT out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amount withheld may be disbursed by the PRDOH for and on account of the SUBRECIPIENT or subcontractor to the respective employees to whom they are due.

### **36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this AGREEMENT shall be promptly reported in writing by the SUBRECIPIENT to the PRDOH for the latter's decision, which shall be final with respect thereto.

### **37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

### **38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

The SUBRECIPIENT agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The SUBRECIPIENT will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The SUBRECIPIENT will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

### **39. INTEREST OF CERTAIN FEDERAL OFFICERS**

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

### **40. INTEREST OF SUBRECIPIENT**

The SUBRECIPIENT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The SUBRECIPIENT further agrees that no person having any such interest shall be employed in the performance of this Agreement.

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#### **41. POLITICAL ACTIVITY**

The SUBRECIPIENT will comply with the provisions of the Hatch Act (5 U.S.C. § 1501 *et seq.*), which limits the political activity of employees.

#### **42. RELIGIOUS ACTIVITY**

The SUBRECIPIENT agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

#### **43. FLOOD DISASTER PROTECTION ACT OF 1973**

The SUBRECIPIENT will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

#### **44. LEAD BASED PAINT**

The SUBRECIPIENT must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

#### **45. VALUE ENGINEERING**

**(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)**

The SUBRECIPIENT must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

#### **46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)**

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 *et seq.*, and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. SUBRECIPIENTS are responsible for ensuring URA compliance throughout the design,

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proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

#### **47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)**

The SUBRECIPIENT shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

Subrecipient whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

**END OF DOCUMENT**



## EXHIBIT G

### SUBROGATION AND ASSIGNMENT PROVISIONS WHOLE COMMUNITY RESILIENCE PLANNING (WCRP) PROGRAM

#### FOUNDATION FOR PUERTO RICO, INC.

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 G**.
- 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 G** 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



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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](mailto: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.

**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.

**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

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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.

**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.

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- 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.

**END OF DOCUMENT**



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## ATTACHMENT IX

### EXHIBIT H

### NON-CONFLICT OF INTEREST CERTIFICATION WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM FOUNDATION FOR PUERTO RICO, INC.

The Subrecipient certifies that to the best of its knowledge:

1. No public servant of this executive agency has a pecuniary interest in this agreement, contract, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second of affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Signature

**Alma Frontera Colón**

Printed Name

8/9/2023

Date

**Vice President of  
Operation and Programs**

Position