



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

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

Contract No. 2019-000064
Amendment No. 2019-000064F



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This **AMENDMENT F TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT F")** is entered into this 27 day of March, 2024, 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 LPR § 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 LPR § 3001 1 *et seq.*, known as the "Puerto Rico Internal Revenue Code of 2011" and a public charity under Section 501 (c) (3) of the "United States Internal Revenue Code of 1954", 26 U.S.C. § 1 *et seq.*, with principal offices at 1500 Antonsanti Street, Suite K, 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)** months from the date of the execution of the Agreement, ending on **December 31, 2021**.

WHEREAS, on October 3, 2019, the Parties executed an **Amendment A** to the Agreement, Contract No. **2019-000064A ("Amendment A")**, with the purpose of renaming the signed Memorandum of Understanding to a Subrecipient Agreement; incorporating, replacing, removing, and renumbering the Exhibits A through F previously incorporated by reference into the original Agreement; as well as incorporating, modifying, and amending multiple terms and conditions of the Agreement. Neither the budget nor the period of performance of the Agreement was modified with the **Amendment A**.

WHEREAS, on April 19, 2021, the Parties executed **Amendment B** to the Agreement, Contract No. **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, the **Exhibit B** (Scope of Services), **Exhibit C** (Timeline and Performance Goals), **Exhibit D** (Key Personnel) and **Exhibit E** (Budget) were updated. Additionally, **Exhibit G** (Funds Certification) was incorporated by reference into the Agreement and made part of the Agreement. The period of performance remained unaltered with **Amendment B**.

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WHEREAS, on December 15, 2021, the Parties executed **Amendment C** to the Agreement, Contract No. **2019-000064C** ("**Amendment C**"), to extend the performance period of the Agreement for an additional term 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 Parties executed **Amendment D** to the Agreement, Contract No. **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 period of performance of the Agreement was extended for an additional term 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 to the Agreement. Also, **Exhibit H** (Subrogation and Assignment Provisions) was incorporated by reference into the Agreement to conform to applicable federal regulations.

WHEREAS, on August 9, 2023, the Parties executed **Amendment E** to the Agreement, Contract No. **2019-000064E** ("**Amendment E**"). Via **Amendment E**, modified versions of **Exhibit D** (Key Personnel), **Exhibit E** (Budget) and a new **Exhibit H** (Non-Conflict of Interest Certification) were 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**, **Section IX. CDBG-DR POLICIES AND PROCEDURES** and **Section X. FORCE MAJEURE** were incorporated by reference to the Agreement. Additionally, **Section XXVIII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** and **Section. XXIX. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** were added to the Agreement. All other provisions including the total authorized budget and end date of the Agreement remain unaltered.

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

WHEREAS, the Parties acknowledge and agree that this **AMENDMENT F** is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement.

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

WHEREAS, the Subrecipient has duly adopted a Certificate of Resolution dated December 9th, 2021, signed by John Forschev, authorizing the Subrecipient (via its Vice President of Operations and Programs, Alma Frontera Colón) to enter into activities such as the execution of this **AMENDMENT F** with the PRDOH, and by signing this **AMENDMENT F**, the Subrecipient assures PRDOH that it shall comply with all the requirements described herein.

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

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

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The information included in this **AMENDMENT F** 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 F**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

The goal of the Program is to develop Community Resilience Plans that present integrated solutions to strengthen preparedness, response, recovery, and resilience capabilities at a community and national levels. In order to achieve the Program goals, the Parties acknowledge and agree that it is necessary to extend the PERIOD OF PERFORMANCE and END DATE of the Agreement for an additional term of **eighteen (18) months**, ending on **September 30, 2025**.

Moreover, the total budget amount assigned to this Agreement will increase by **THREE MILLION FOUR HUNDRED FOUR THOUSAND AND SIXTY-FOUR DOLLARS (\$3,404,064.00)**, for a new total budget of **TEN MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND TWENTY-SIX DOLLARS AND TWENTY-SEVEN CENTS (\$10,687,026.27)**.

Modifications to the **GENERAL AWARD INFORMATION** table in **Section I** and changes to **Section III. EFFECTIVE DATE AND TERM, Section XV. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** and **Section IX. CDBG-DR POLICIES AND PROCEDURES** of the Agreement are being incorporated via this **AMENDMENT F**.

Updated versions of **Exhibit A** (Scope of Services), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit E** (Funds Certification) and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) are being incorporated by reference into the Agreement as well. As stated before, all other provisions of the original Agreement, remain unaltered.

C. AMENDMENTS

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

CDBG-DR Grantee Federal Award Identification Number:	B-17-DM-72-0001 B-18-DP-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2018 February 21, 2020
CDBG-DR Grantee Unique Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A for <u>Scope of Services</u>
Subrecipient Contact Information:	Alma Frontera Colón Vice President of Operations and Programs Foundation for Puerto Rico, Inc. PO Box 364029 San Juan, PR 00936

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Subrecipient Unique Identifier:	Unique Entity ID: CLLRCACND9A5
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section III of this Agreement. End Date: September 30, 2025
Funds Certification:	Dated: April 6, 2021 Authorized Amount: \$3,858,916.27 Funds Allocation: CDBG-DR "r01p02crp-fpr-na" Account Number: 6090-01-000 See Exhibit E ("Funds Certification")
	Date: March 28, 2022 Authorized Amount: \$3,424,046.00 Funds Allocation: CDBG-DR "r01p02crp-fpr-na" Account Number: 6090-01-000 See Exhibit E-1 ("Funds Certification") Total Authorized Budget: \$7,282,962.27
	Date: March 19, 2024 Authorized Amount: \$3,404,064.00 Funds Allocation: CDBG-DR "r02p02crp-fpr-na" Account Number: 6090-01-000 See Exhibit E-2 ("Funds Certification") Total Authorized Budget: \$10,687,026.27

- b. **Section III. EFFECTIVE DATE AND TERM** of the Agreement is being amended as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement is from the date of its execution, ending on **September 30, 2025**.*

*The End of Term shall be the later of: (i) **September 30, 2025**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ have been satisfied or, where no Close-Out Requirements are applicable to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.*

[...]

- c. **Section XV. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement is being amended as follows:

A. Consolidation or Merger

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall

¹ "Close-Out Requirements" means all requirements to be satisfied by each party in order to close-out this Agreement and the CDBG-DR funds provided herein in accordance with applicable Requirements of Law, including the execution and deliver/ by one or more of the Parties of all close-out agreements or other legal instruments and the taking of any actions by one or more of the Parties in connection with such close-out, in any case as required under applicable Requirements of Law.

be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov **at least fifteen (15) days** prior to the effective date of the consolidation or merger. The notice shall include, but not be limited to, a description of: the expected effective date of the consolidation or merger; the name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not be limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

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

B. Change of Name

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

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

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

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C. Dissolution

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

- d. **Section IX. CDBG-DR POLICIES AND PROCEDURES** of the Agreement is being amended as follows:

In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR/MIT 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, Personally Identifiable Information, Confidentiality, Language Access Plan, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR/MIT Website (<https://recuperacion.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 Procurement Manual for the CDBG-DR, CDBG-MIT, and CDBG State Programs Regulation No. 9506 (effective on October 25, 2023), and reporting requirements as established by the PRDOH.

- e. **Exhibit A** (Scope of Services) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement. (See **Attachment I**).
- f. **Exhibit B** (Timelines and Performance Goals) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement. (See **Attachment II**).
- g. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement. (See **Attachment III**).
- h. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement. (See **Attachment IV**).

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- i. **Exhibit E** (Funds Certification) of the Agreement is being modified by **Exhibit E-2** (Funds Certification) hereto incorporated by reference into the Agreement (See **Attachment V**). The aforementioned modification entails an increase of the Total Authorized Budget of the Agreement by an additional amount of **\$3,404,064.00** for a new grand total of **\$10,687,026.27**.
 - j. **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (See **Attachment VI**).

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

VI. ENTIRE AGREEMENT

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

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.

VIII. NON-CONFLICT OF INTEREST CERTIFICATION

The Subrecipient reassures PRDOH its willingness to comply with the applicable conflict of interest policies by signing the Non-Conflict of Interest Certification incorporated by reference into the Agreement via this **AMENDMENT F**. (See **Attachment VII**).

[SIGNATURES ON THE FOLLOWING PAGE.]

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

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

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By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Mar 27, 2024 10:46 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



EXHIBIT A

SCOPE OF SERVICES

WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM

FOUNDATION FOR PUERTO RICO, INC.

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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 (**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:

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 community characteristics, in coordination with PRDOH. The Subrecipient will work closely with PRDOH to ensure that all assistance, capacity building, outreach, and engagement provided is consistent and compliant with the WCRP Program and PRDOH policies and procedures.

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4. Tasks

In addition to the tasks included herein and described below, and the outcomes and activities described in **Exhibit 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 carry out Program activities efficiently and effectively.

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 regulatory and statutory compliance requirements for CDBG-DR and

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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 always available in the system of record.
- 4.3.6** Must provide all relevant documents in both the 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 C.F.R. 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:

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- 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 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 federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327.
- 4.4.3** Publish programmatic information as determined by PRDOH and required by Program needs (e.g., training material, outreach material, etc.).
- 4.4.4** Provide PRDOH with required documentation and information as specified in Federal Register Vol. 83, No. 28 (83 FR 5844) for posting on PRDOH Disaster Recovery Website (www.cdbg-dr.pr.gov). Provision of non-essential information (when requested) such as bulletins, newsletters, or marketing materials for publication on PRDOH Disaster Recovery Website.

4.5 Accounting and Reporting

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, particularly:

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- 4.5.1** Account and report the uses of CDBG-DR funds, including but not limited to information on National Objectives met, beneficiary demographics, and project completion status.
- 4.5.2** Maintain System of Records as previously detailed herein.
- 4.5.3** 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.
- 4.5.4** Follow monitoring policies and procedures as directed by PRDOH.
- 4.5.5** Provide status reports on a regular basis to keep PRDOH informed of progress.
- 4.5.6** 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.
- 4.5.7** Provide PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
- 4.5.8** Report on information that includes project activity deemed critical by the PRDOH.
- 4.5.9** Compile and review information necessary to prepare reports required under HUD regulations.
- 4.5.10** 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.
- 4.5.11** 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 the 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.

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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 PROGRAM

FOUNDATION FOR PUERTO RICO, INC.

PROGRAM OBJECTIVE

The main objective of the Whole Community Resilience Planning (**WCRP**) Program (**Program**) of the Puerto Rico Department of Housing (**PRDOH**) is to develop comprehensive Community Resilience Plans (**CRPs**) with and for vulnerable communities that will allow them to determine their needs, identify solutions, projects, programs, and policies necessary to increase their resilience. During this phase, the WCRP Program will be supported by the Subrecipient through the Technical Assistance (**TA**) component.

TERMS:

- **Community Resilience Plan (CRP)** - Refers to a document outlining a strategy originating from within the community, and with the assistance of other entities as relevant, to guide the adoption, use or incorporation of near, medium, and long-term measures designed to enhance resilience. These measures may include policies, procedures, programs and/or projects, and may include or need the participation of one or more entities that directly or indirectly impact the community, such as a municipality.
- **CRP Template** – 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 of 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.
- **PE (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 document that contains the 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 document 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: TECHNICAL ASSISTANCE (TA)

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KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	MINIMUM TARGET	TIMEFRAME
1.1 Provide TA to PRDOH and Participating Entity (PE)	<ul style="list-style-type: none"> Number of monthly check-in meetings held between WCRP Program Facilitator and PE POC. 	<ul style="list-style-type: none"> Agenda and minutes Sign-in sheets 	<ul style="list-style-type: none"> One (1) monthly check-in meeting held between WCRP Program Facilitator and PE POC. 	Ongoing until Q3 2025 or until PE remain in the Program, whichever occurs first
	<ul style="list-style-type: none"> Percentage of Monthly Reports submitted by PE revised. 	<ul style="list-style-type: none"> PRDOH Grant Compliance Portal Record of monthly reports submitted by PE revised. 	<ul style="list-style-type: none"> One hundred percent (100%) of Monthly Reports submitted by PE revised. 	
	<ul style="list-style-type: none"> Percentage of deliverables submitted by PE revised. 	<ul style="list-style-type: none"> Document with revision of deliverables submitted by PE. 	<ul style="list-style-type: none"> One hundred percent (100%) of deliverables submitted by PE revised. 	
	<ul style="list-style-type: none"> Percentage of PRDOH and PE Technical Assistance Requests are supported. 	<ul style="list-style-type: none"> Email log or written communication of technical support requested by PRDOH. Document evidencing technical support completed. 	<ul style="list-style-type: none"> One hundred percent (100%) of PRDOH requests are supported. 	
1.2 Provide as needed capacity building to PE and communities	<ul style="list-style-type: none"> Number of Summaries of recommended capacity building topics and draft calendars of products and sessions. 	<ul style="list-style-type: none"> Summary of recommended capacity building topics and draft calendar of capacity building sessions document. 	<ul style="list-style-type: none"> One (1) Summary of recommended capacity building topics and draft calendar of capacity building sessions document. 	Q2 2024
	<ul style="list-style-type: none"> Percentage of capacity building products and sessions mutually agreed upon by Subrecipient and PRDOH. 	<ul style="list-style-type: none"> Evidence of invitation (letter, email, flyer) Agenda and/or meeting materials. Sign-in sheet or participant list (if applicable). Post-event evaluation summary. 	<ul style="list-style-type: none"> One hundred percent (100%) of capacity building products and sessions mutually agreed between Subrecipient and PRDOH are implemented. 	Ongoing until Q3 2025 or until completion of all mutually agreed sessions or products, whichever occurs first
1.3 Coordinate and host WCRP closing event	<ul style="list-style-type: none"> Number of outlines of Planning and design of WCRP closing events. 	<ul style="list-style-type: none"> Outline of recommended closing event document. 	<ul style="list-style-type: none"> One (1) Outline of recommended closing event document. 	Start: Q2 2024 Finish: Q1 2025
	<ul style="list-style-type: none"> Number of WCRP closing event implementation. 	<ul style="list-style-type: none"> Evidence of invitation (letter, email, flyer). Agenda and/or meeting materials. Sign-in sheet or participant list. Post-event evaluation summary. 	<ul style="list-style-type: none"> One (1) WCRP closing event with PE and Communities. 	Q2 2025

Key Activity 1.1: Provide TA to PRDOH and PE

Key Activity 1.1 should continue and conclude by Quarter 3 of 2025 or until PE remains in the Program, whichever of these conditions comes first. The objective of this activity is to provide ongoing and as needed technical support to PRDOH and WCRP Program Participants. The TA will be provided upon request and/or mutual agreement to monitor and evaluate progress of Program participant's planning activities, ensure required tasks and key activities or deliverables are progressing and completed as scheduled, while prioritizing quality control and compliance with Programmatic goals and objectives. TA is problem-solving in nature and is focused on providing assistance and capacity building to promote effective participatory planning processes and implementation of the WCRP Planning Framework, Planning Milestones, the CRP Template, Educational Component, and 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 the progress of the WCRP Program's PE and Communities planning activities to promote 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 PE on products developed as part of the WCRP planning process including monthly reports and other deliverables associated with each WCRP Milestone, per the Planning Framework prior to submission to PRDOH.
- Provide individualized TA and follow-up support to PE and Communities related to the execution of their respective planning activities and tasks in accordance with the Program's Planning Framework, Milestones, and their respective SRAs.
- Evaluate and assess the effectiveness of the capacity building and TA provided by Subrecipient to improve content and/or methods.
- Identify areas of opportunity faced by PE to help inform the development of tailored TA and capacity building.

Key Activity 1.2: Provide as needed capacity building to PE and communities

Key Activity 1.2 should start upon this SRA Amendment execution and conclude by Quarter 3 of 2025, or until completion of all mutually agreed sessions or products PE, whichever of these conditions comes first. The target audience for this event includes PE and Communities of the WCRP Program. The objective of this activity is to offer and coordinate capacity building products and activities, such as trainings, workshops or knowledge sharing to encourage PE 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

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development. Capacity building products or activities for PE and Communities will be based on past and ongoing assessments of needs and additional research with a focus on strengthening the skills, knowledge and understanding of the Program's thematic areas, as well as promoting participant networking and co-learning. Likewise, the Subrecipient will seek to identify PE and Community achievements and best practices that can be shared among PE.

These products and activities, for example, can provide PE 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 also provide an opportunity for Communities and PE to learn and gain expertise in relevant fields such as: infrastructure, economic development, housing, health, education and the environment, among others, and gain a more profound understanding of resilience, adaptation, and other relevant subjects in order to increase their capacity around key concepts necessary for a successful participatory planning process.

Subrecipient will spearhead ideation, innovation and solutions design efforts that integrate knowledge gathered within WCRP with broader learnings, leading to insightful strategies tailored to community needs. Subrecipient team members will participate in Ideation and Solutions Design efforts that integrate knowledge gathered within WCRP activities with that gained from other relevant sources and references, develop insights, designs, propose and share potential solutions and strategies with PRDOH and WCRP's PE and stakeholders. Acting as a central hub for knowledge sharing within the WCRP program, Subrecipient will share these insights on an ongoing basis with PRDOH, PE and communities, maximizing program impact. All generated knowledge from research, ideation sessions and activities will be shared on an ongoing basis with PE as part of direct technical assistance interventions, among other programmatic efforts.

Crucially, Subrecipient will integrate key learnings and best practices in a comprehensive strategic document that can inform future resilience planning initiatives and maximize long-term program impact. This would be made available to policymakers and stakeholders as well as to the general public and will be published through PRDOH and Subrecipient channels.

The capacity building products and activities 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 PE during the planning process and development of the CRP.

The supporting materials may include PRDOH-approved educational materials such as videos, event invitation, agenda, flyers, presentation, scripts, worksheets, interactive quizzes, one or more slide decks, and any other material deemed necessary. When required, materials should be previously approved by PRDOH and available in English as agreed with PRDOH. The PE should evaluate and assess the effectiveness of the capacity building provided by Subrecipient to improve content and/or methods.

Key Activity 1.3: Coordinate and host WCRP closing event

Key Activity 1.3 should start upon this SRA Amendment execution and conclude by Quarter 2 of 2025. The objective of this activity is to offer and coordinate a closing event for the WCRP Program with PE and Communities as the target audience. It provides an opportunity to share and promote trends, outcomes, and potential opportunities. Tasks included in this activity are, but are not limited to:

- Plan, coordinate and host a closing event with PE and Communities, as well as key stakeholders to discuss the Program's overall outcomes and effectiveness, identify any outstanding issues or lessons learned, promote areas of opportunity in implementation, and capture insight.
- Share the outcomes and impact of the WCRP Program with stakeholders, sponsors, and participants. Prepare reports, presentations, or visual materials to effectively communicate the Program's accomplishments and lessons learned.
- Recognize the efforts and achievements of PE and Communities of the WCRP Program. This could include award ceremonies, speeches, or highlighting success stories.
- Promote networking with a focus on potential funding opportunities for the finalized CRPs and engage with key stakeholders to present outlined projects, programs, and initiatives of the WCRP Program.

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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 newly hired employees dedicated to the CDBG-DR WCRP Program.

I. Roles and Descriptions:

ROLE	DESCRIPTION
VP of Operations & Programs	<ul style="list-style-type: none"> Oversees and provides leadership management and vision necessary to ensure the proper operational controls, administrative and reporting procedures, and human resources systems are in place. Acts as liaison for executive level stakeholders for the WCRP Program. Authorized representative for all contractual and high-level decision making as it relates to the WCRP Program.
Chief Financial Officer	<ul style="list-style-type: none"> Oversees strategic and tactical matters as they relate to budget management, cost benefit analysis and forecasting needs for the organization and its programs. Provides financial, operational, and programmatic support to the organization. Authorized representative for all financial matters related to the WCRP Program. Assures compliance with all HUD and PRDOH financial protocols and oversees final budget, procurement, and invoice aspects for the WCRP Program.
Chief Resilience Officer	<ul style="list-style-type: none"> Provides strategic support and guidance to the Program Officer, as well as input to the WCRP programmatic component. Maintains collaborative working relationship with PRDOH and its representatives. Coordinates with PRDOH and its representatives to ensure thorough understanding of all applicable PRDOH policies, protocols and procedures or other regulatory requirements, and the review, input, approval and implementation of programmatic strategies and content. Serves as a liaison with different WCRP Program stakeholders. Supports Program closeout activities as needed.
Stakeholder & Outreach Coordinator	<ul style="list-style-type: none"> Advises and supports the WCRP Program with particular focus on effective participatory community processes, key stakeholder engagement and other related topics. Supports the implementation and offering of technical assistance to Program participants and communities.

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ROLE	DESCRIPTION
	<ul style="list-style-type: none"> • Supports the development, engagement, and coordination of capacity building products and activities for WCRP participating entities and communities. • Develops and fosters working relationships among WCRP participating entities and communities, as well as key stakeholder groups, including non-profits, non-governmental organizations, municipalities, state agencies and others. • Supports Program closeout activities as needed.
Human Resources Director	<ul style="list-style-type: none"> • Oversees various responsibilities across a range of human resources disciplines including but not limited to recruiting, onboarding/ offboarding, benefits administration and employee relations for WCRP Program FTE Staff. • Oversees and supervises the HR and Administrative Coordinator.
HR & Administrative Coordinator	<ul style="list-style-type: none"> • Supports and assists the Human Resources Director in all areas related to human resources, including but not limited to recruiting, onboarding/ offboarding, benefits administration, and employee relations, among other related tasks, for WCRP Program FTE staff. • Assists the WCRP Program team with other administrative tasks, such as record maintenance.
Communications Manager	<ul style="list-style-type: none"> • Leads and oversees the communication and content team to ensure the development of a comprehensive communication and/or media strategy to promote the WCRP Program's process and outcomes. • Coordinates internally and with PRDOH and its representatives for review, input, approval, and implementation of mutually agreed communications scope, content and supporting materials. • Manages and coordinates with relevant news and media outlets and providers to identify and schedule media spaces for the WCRP Program.
Production Specialist	<ul style="list-style-type: none"> • Provides strategic, tactical, and production support across leading marketing channels, including website, social media, email, and events. Produces graphic and visual content to support programmatic activities. • Supports the WCRP Program in the design and production of visual and creative content such as photos, video, or other communications media, as needed.
Communications Specialist	<ul style="list-style-type: none"> • Helps drive the strategy and implementation for all communications efforts to drive awareness and engagement amongst relevant audiences. • Provides support to the management of communication and marketing campaigns that promote the WCRP Program in all digital communications platforms such as, but not limited to websites, social media, digital advertisements, newspapers, press releases, brochures, magazines, radio, television, and reports. • Create and/or curate and manage social media content.
Graphic Designer	<ul style="list-style-type: none"> • Responsible for graphic design and development of creative visual concepts using computer software for implementation of the communications, outreach, and educational strategies of the WCRP Program.

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

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ROLE	DESCRIPTION
	<ul style="list-style-type: none"> • Provides direct support to all accounting operations in areas that may include payables, revenues, payroll, general ledger, financial reporting, and any other related tasks, as needed.
Procurement Officer	<ul style="list-style-type: none"> • Responsible for all aspects of procurement activities for the WCRP Program and compliance with PRDOH policies, procedures, and regulations, and applicable 2 C.F.R. Part 200 provisions. • Develops HUD- and PRDOH- compliant Procurement Packages for every procurement necessary for the Subrecipient to carry out its responsibilities, which may include, but is not limited to, a Scope of Services, Independent Cost Estimate, Certification of Funds Availability, and/or any other document designated by PRDOH Procurement to be a necessary component of a complete Procurement Package. • Provides oversight of Procurement Associate with regards to their role and responsibilities. • Supports Program closeout as needed.
Procurement Associate	<ul style="list-style-type: none"> • Responsible for coordinating procurement activities following applicable policies, procedures, and regulations. Evaluates supply options in a cost-effective way and maintains accurate records. • Provides direct support to the Procurement Officer in the preparation of Procurement Packages for the WCRP Program, as well as vendor research and relations, documentation development, record maintenance, and other administrative support.
Compliance Officer	<ul style="list-style-type: none"> • Supports the development of policies and procedures, as well as periodically monitoring program compliance by developing compliance monitoring systems and producing expenditure and compliance reports. • Supports WCRP staff with compliance of all applicable HUD and PRDOH regulations, policies, protocols, and processes. Assists the WCRP team during monitoring and auditing events, as needed.
Program Officer	<ul style="list-style-type: none"> • Provides management and oversight for all components of the Subrecipient's scope of services within the WCRP Program, including but not limited to: <ul style="list-style-type: none"> ○ Ensures all components, outcomes, activities, and deliverables that are the responsibility of the Subrecipient are provided to PRDOH within the designated timeframe and within budget. ○ Ensures components, outcomes, activities, and deliverables are high quality and meet or exceed PRDOH expectations. ○ Monitors and controls resource allocations, ensuring that the Subrecipient has allocated the resources necessary to produce high quality work within the given timeframe. ○ Monitors and controls budget, timelines, and schedules. • Supports team and deliverable production by providing guidance on, including but not limited to, evidence-based practices and tools, development of strategies and guides related to scope, capacity building, and provision of Technical Assistance.

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ROLE	DESCRIPTION
<p>Grant & Compliance Manager</p>	<ul style="list-style-type: none"> • Oversees post-award grant management and compliance for the WCRP Program, including Program closeout. • Responsible for budget monitoring, invoice QA/QC and reconciliations, reporting (financial and programmatic, among others), and compliance with HUD and PRDOH regulations, policies, and procedures. • Coordinates internally with all teams, including finance, procurement, human resources, communications, and others to ensure that all applicable HUD and PRDOH policies, guidelines and procedures, or other regulatory requirements are met. • Supports HUD and PRDOH monitoring, audit or other requests for information, documents, or other relevant material. • Supports the collaborative working relationship with PRDOH and its representatives. Assists in the coordination with PRDOH and its representatives 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.
<p>Project Manager</p>	<ul style="list-style-type: none"> • Supports and assists in the management and oversight of the Subrecipient key activities, including but not limited to: <ul style="list-style-type: none"> ◦ Maintain and monitor project schedules, resources, and support deliverable production. ◦ Tracks progress of the different components of the WCRP Program. ◦ Support production and timely delivery of performance and administrative monthly reports. • Provides oversight of Project Management internal component for WCRP participating entities and communities, including supervising the day-to-day operations and activities of the Case Management Coordinator, as well as Program Facilitators. • In coordination with the Planning Lead, oversees the sustained collaborations between both the technical assistance and project management internal components. • Oversees and promotes quality control in the implementation of WCRP methods and tools by participating entities and communities. • Supports Program closeout as needed.
<p>Planning Lead</p>	<ul style="list-style-type: none"> • Oversees the design, development, and implementation of Technical Assistance to WCRP participating entities and communities, including identifying external capacity building needs and opportunities. • Provides oversight of the Technical Assistance internal component, including supervising the day-to-day operations and activities of the Technical Assistance Coordinator, as well as Program Facilitators. • Oversees and promotes quality control in the implementation of participatory planning activities and development of CRPs by WCRP participating entities and communities. • In coordination with the Project Manager, oversees the sustained collaborations between both the Technical Assistance and Project Management internal components. • Supports Program closeout activities as needed.

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ROLE	DESCRIPTION
Case Management Coordinator	<ul style="list-style-type: none"> • Supports the Project Manager and Program Facilitators in the coordination and assistance of case management tasks and activities for WCRP participating entities, including overseeing and promoting adherence to timelines and scheduling of key activities for the completion of CRPs. • Oversees and maintains the tracking and record keeping of performance indicators related to the project management support for WCRP participating entities. • Designs workflows to promote effective case management support, as well as identifying resources, tools, and best practices for WCRP participating entities. • Supports effective case management by ensuring sustained collaboration and coordination among both the Project Management and the Technical Assistant internal components, promoting quality control and efficiency. • Supports Program closeout activities as needed.
Technical Assistance Coordinator	<ul style="list-style-type: none"> • Supports and assists the Planning Lead and Program Facilitators in the implementation of Technical Assistance and capacity building to WCRP participating entities and communities. This includes the design and development of materials, tools, and resources. • Supports the coordination of activities of the Technical Assistance internal component, and the sustained collaboration with the Project Management internal component, promoting quality control and efficiency. • Supports and maintains the record keeping of services provided to WCRP participating entities and provides as needed support in the tracking and record keeping of internal performance indicators related to the project management internal component. • Supports Program closeout as needed.
Capacity Building Coordinator	<ul style="list-style-type: none"> • Oversees the development, design, and implementation of the Capacity Building internal component, including internal coordination of supporting staff. • Oversees the development of all supporting materials and activities related to the Capacity Building internal component such as design and logistics coordination, interactive sessions, procurement and supervision of professional services, audiovisual content, flyers, presentations, and other creative solutions as needed. • Supports Program closeout as needed.
Program Facilitator	<ul style="list-style-type: none"> • Represents the WCRP programmatic component and serves as the main point of contact (POC) for WCRP participating entities. • Provides project management and technical assistance support to WCRP participating entities, as it relates to the implementation of the WCRP Program. This includes the use and implementation of WCRP methods and tools, as well as participatory planning processes and the development of CRPs. • Attends community meetings to support project management and technical assistance duties, and to identify areas of opportunity.

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ROLE	DESCRIPTION
	<ul style="list-style-type: none">• Establishes a working relationship with assigned WCRP participating entities, to promote quality control and support the community's involvement and engagement through participatory processes.• Tracks Subrecipient's progress with each participating community. This includes revision of their monthly report's performance section and supporting documentation.• Reviews programmatic deliverables and provides as needed feedback in compliance with the Subrecipient's SRA and WCRP Planning Framework.• Supports the development and implementation of the Capacity Building internal component.• Supports Program closeout as needed.

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EXHIBIT D

BUDGET

WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM FOUNDATION FOR PUERTO RICO

The Foundation for Puerto Rico (FPR) has been allocated **\$10,687,026.27** to complete the terms of this SRA. The total cost of all items in this budget, including the cost of services and/or staff, may not exceed **\$10,687,026.27**.

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.

BUDGET SUMMARY		
ACTIVITY DESCRIPTION		TOTAL BUDGET
STAFFING	Staffing resources for the execution and implementation of the WCRP Program.	\$7,791,432.06
PROFESSIONAL SERVICES	Procured services that will assist in the delivery and implementation of the WCRP Program.	\$434,000.00
OTHER OPERATING	Operational costs associated with delivery and implementation of the WCRP Program. Items include, but not limited to, indirect costs, supplies and materials, media, or travel.	\$2,330,513.53
EQUIPMENT	Equipment needed for the execution and implementation of the WCRP Program.	\$131,080.68
TOTAL PROGRAM BUDGET:		\$10,687,026.27

BUDGET DETAIL

The budget detail that follows is provided as an expanded budget line-item detail, but not intended as a limiting factor. Expenditures per line item may not exceed the total budget per cost type (staffing, professional services, other operating, equipment), but amounts may fluctuate between specific line items based on WCRP Program needs. *CDBG-DR Program Funds cannot be used to pay for food or refreshments.*

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1. STAFFING

STAFFING DETAIL					
Position	FTE COUNT [A]	QTY. OF RESOURCES [B]	ESTIMATED HOURS PER MONTH PER RESOURCE [C]	UNIT PRICE (Hourly rate including Fringe benefits) [D]	ESTIMATED COST PER MONTH* [A] x [B] x [C] x [D]
VP of Operations & Programs	0.10	1	173	\$73.17	\$1,265.84
Chief Financial Officer	0.10	1	173	\$78.66	\$1,360.82
Chief Resilience Officer	0.50	1	173	\$67.36	\$5,826.64
Stakeholder & Outreach Coordinator	0.75	1	173	\$37.22	\$4,829.30
Human Resources Director	0.10	1	173	\$53.99	\$934.03
HR & Administrative Coordinator	0.10	1	173	\$23.85	\$412.61
Communications Manager	0.10	1	173	\$32.07	\$554.81
Production Specialist	0.50	1	173	\$28.23	\$2,441.90
Communications Specialist	0.15	1	173	\$28.23	\$732.57
Graphic Designer	0.15	1	173	\$28.23	\$732.57
Web Developer & Designer	0.10	1	173	\$37.55	\$649.62
Finance & Accounting Manager	0.15	1	173	\$41.39	\$1,074.07
Accounting Analyst	0.25	1	173	\$26.57	\$1,149.15
Accounting Associate	0.20	1	173	\$21.11	\$730.41
Procurement Officer	0.40	1	173	\$29.33	\$2,029.64
Procurement Associate	0.10	1	173	\$21.11	\$365.20
Compliance Officer	0.10	1	173	\$36.45	\$630.59
Program Officer	1.00	1	173	\$51.50	\$8,909.50
Grant & Compliance Manager	1.00	1	173	\$38.13	\$6,596.49
Project Manager	1.00	1	173	\$38.13	\$6,596.49
Planning Lead	1.00	1	173	\$40.53	\$7,011.69

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STAFFING DETAIL					
Position	FTE COUNT [A]	QTY. OF RESOURCES [B]	ESTIMATED HOURS PER MONTH PER RESOURCE [C]	UNIT PRICE (Hourly rate including Fringe benefits) [D]	ESTIMATED COST PER MONTH* [A] x [B] x [C] x [D]
Case Management Coordinator	1.00	1	173	\$35.05	\$6,063.65
Technical Assistance Coordinator	1.00	1	173	\$35.05	\$6,063.65
Capacity Building Coordinator	1.00	1	173	\$35.05	\$6,063.65
Program Facilitator	1.00	9	173	\$35.05	\$54,572.85
TOTAL STAFF ESTIMATED MONTHLY COST:					\$127,597.74
TOTAL STAFF COST FOR THE CONTRACT PERIOD:					\$7,791,432.06

*Estimated amount in rate, hours, and monthly cost, could vary based on actual need and work performed on the WCRP Program upon prior PRDOH approval.

2. PROFESSIONAL SERVICES

PROFESSIONAL SERVICES DETAIL		
SERVICES DESCRIPTION		ESTIMATED COST
Capacity Building/ Data Analysis/ Research Support	Services to support or add value to capacity building products and activities, research, and data analysis services (including support on technical, audiovisual, content, pre-test/post-test design, etc.) to support case management, promote effective participatory planning processes and usage of the Planning Framework, Educational and Data Tools, Implementation, and other program tasks.	\$215,000.00
Event Coordination Services and Support	Event Coordination Services to support the logistics of the WCRP closing event which includes the management of logistics for an event for all WCRP Subrecipients and Communities, as well as stakeholders, agencies, and organizations.	\$15,000.00
Sign Language / Translation Services	Sign Language and/or Translation Services for overall Technical Assistance and other program events for participating entities and communities.	\$68,000.00

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PROFESSIONAL SERVICES DETAIL		
SERVICES DESCRIPTION		ESTIMATED COST
Compliance Support	Compliance services to assist in the review and modifications of internal controls and policies, perform periodic pre-audit and monitoring activities to ensure compliance with Program (PRDOH) and federal (HUD) requirements and regulations.	\$80,000.00
Legal Services	Legal services to support the implementation of the Program, including legal counseling, assistance revising and drafting SRA amendments and other documents, and execution of legal documents.	\$56,000.00
TOTAL PROFESSIONAL SERVICES MAXIMUM COST:		\$434,000.00

3. OTHER OPERATING

OTHER OPERATING EXPENSES DETAIL		
TYPE	DESCRIPTION	ESTIMATED COST
Advertising and Media	Advertising and outreach media costs including but not limited to radio and television spots, newspaper, social media and digital ads and banners, promotions through handouts, flyers, sound trucks, etc. to support Program events, such as case management, capacity building and other technical assistance events.	\$109,500.00
Travel and Mileage	Transportation or vehicle travel costs (tolls, parking, mileage, etc.) for staff who do not receive car allowance; Other travel expenses (Flights, ferries, car share, per diem, lodging, overnight stays, etc.) for any traveling program staff, to support Program components, such as case management, capacity building and other technical assistance tasks, and general program functions	\$53,000.00
Materials and Supplies	Materials and supplies, including printed materials to support completion of Program components: Outreach, Capacity Building, Technical Assistance activities and meetings; and WCRP closing event, as described in Exhibit B: Timeline and Performance Goals.	\$133,000.00
Rentals	Rental of facilities, venues, equipment such as: tables, chairs, A/V equipment, staging, and other allowable items incidental to WCRP closing event, necessary to promote and complete WCRP Program components as described in Exhibit B: Timeline and Performance Goals.	\$65,000.00

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OTHER OPERATING EXPENSES DETAIL		
TYPE	DESCRIPTION	ESTIMATED COST
Overhead	Predetermined Indirect Cost Rate established by Negotiated Indirect Cost Rate Agreement (NICRA) with cognizant federal agency.	\$1,970,013.53
TOTAL OTHER OPERATING EXPENSES MAXIMUM COST		\$2,330,513.53

4. EQUIPMENT

EQUIPMENT DETAIL		
EQUIPMENT DESCRIPTION		ESTIMATED COST
Software	Software licenses and cloud services to support the development and managing of Program components, such as case management, capacity building and other technical assistance tasks, and general program functions (e.g. Zoom, Survey Monkey, Smartsheet, Adobe Pro & Cloud Suite, ArcGIS, etc.)	\$37,817.76
Computer Equipment	Laptops, desktops, and other computer equipment and peripherals for Program staff (contemplates new and replacement equipment as needed).	\$70,963.29
Audio/Visual Equipment	Audiovisual equipment and peripherals (contemplate new and replacement equipment as needed) to support Program events, such as case management, capacity building, and other technical assistance events (e.g. projection screens, specialized camera kit, microphone, etc.).	\$22,299.63
TOTAL EQUIPMENT MAXIMUM COST:		\$131,080.68

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.

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- 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



CERTIFICATION OF FUNDS

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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 F to 2019-000064 (WCRP)
Amount: \$3,404,064.00

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

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0001	Planning	r02p02crp-fpr-na	P - Equipment (Sub-recipient)	6090-01-000	\$26,000.00
B-18-DP-72-0001	Planning	r02p02crp-fpr-na	P - Professional Services	6090-01-000	\$70,000.00
B-18-DP-72-0001	Planning	r02p02crp-fpr-na	P - Program Subsidy	6090-01-000	\$1,011,293.00
B-18-DP-72-0001	Planning	r02p02crp-fpr-na	P - Salaries Sub-recipients	6090-01-000	\$2,296,771.00
					\$3,404,064.00

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties. These funds do not affect the Puerto Rico Department of Housing (PRDOH) operational budget, and are available to be use.

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

Cesar Candelario Signed Date - 03/15/2024
Electronic Approval
Budget Manager

Jackzaira Vega Signed Date - 03/19/2024
Electronic Approval
Finance Director

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



EXHIBIT F

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HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PRDOH REQUIREMENTS 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 SRA. 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-federallaborstandards-provisions/>.

These terms and conditions must be included in their entirety by the SUBCONTRACTOR in all purchase orders or subcontracts that are directly related to the SRA, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

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 SRA shall be deemed to be inserted herein and the SRA 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 SRA 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 Puerto Rico Department of Housing (PRDOH) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this SRA, in instances where the SUBRECIPIENT or any of its subcontractors violate or breach any SRA term. If the SUBRECIPIENT or any of its subcontractors violate or breach any SRA term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the SRA 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.

4. REPORTING REQUIREMENTS

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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. 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.

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

7. 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.

8. CONFLICTS OF INTEREST

The SUBRECIPIENT shall notify the PRDOH as soon as possible if this SRA or any aspect related to the anticipated work under this SRA raises an actual or potential conflict of interest, 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 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.

9. SUBCONTRACTING

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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 SRA.

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.

10. 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.

11. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this SRA 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 1934, 48 Stat. 948; (codified at 18 U.S.C. § 874; and 40 U.S.C. § 3145). 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 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.

12. 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 CWHSSA, 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.

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13. 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 SRA, 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.

14. 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 SRA, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this SRA, the PRDOH shall thereupon have the right to terminate this SRA 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.

15. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this SRA at any time by giving at least a **ten (10) days'** notice in writing to the SUBRECIPIENT. If the SRA 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.

16. 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

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- 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 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 Rehabilitation Act of 1973, as amended, 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.

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17. 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. Subpt. B, Ch. 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 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.
- 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.

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- 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.

**18. 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).

**19. 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. Ch. I, Subch. C, Pt. 60, Subpt. B and Ch. I, Subch. C, Pt. 93, Subpt. B, as amended, Section 508 of the

Federal Water Pollution Control Act (33 U.S.C. § 1368) and Executive Order 11738 of September 10, 1973.

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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 Ch. I, Subch. C, Pt. 93, Subpt. B or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B, 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.

20. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

By the execution of this SRA, 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 cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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,

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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 31 U.S.C. § 1352. 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.

21. BONDING REQUIREMENTS
(Applicable to construction and facility improvement contracts exceeding \$100,000)

The SUBRECIPIENT shall comply with 2 C.F.R. § 200.326 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.

22. 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.
- 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.

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

23. 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/MIT) 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

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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 AntiDisplacement 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/MIT 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/MIT 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/MIT funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR/MIT funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

24. 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.

25. 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).

26. POLITICAL ACTIVITY

The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to Hatch Political Activity Act (Hatch Act), 5 U.S.C. §§ 1501–1508, which limits the political activity of employees.

The SUBRECIPIENT shall comply with the Hatch Act and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. §§ 1501–1508.

The Hatch Act applies to political activities of certain state and local employees. As a PRDOH's SUBRECIPIENT, you may participate in 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.

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27. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 3702 and 3704 (a) of the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. §§ 3702 and 3704. Section 3704 (a) 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 a contract to acquire a commercial product (as defined in 41 U.S.C. § 103) or a commercial service (as defined in 41 U.S.C. § 103a).

28. 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 SRA.

29. WITHHOLDING OF WAGES

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 amounts 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.

30. 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 SRA shall be promptly reported in writing by the SUBRECIPIENT to the PRDOH for the latter's decision, which shall be final with respect thereto.

31. 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.

32. 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

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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.

33. 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.

34. 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.

35. RELIGIOUS ACTIVITY

The SUBRECIPIENT, in compliance with 24 C.F.R. 570.200(j) and 24 C.F.R. § 5.109 (c), agrees to provide equal participation to faith-based organizations in HUD programs and activities and to abstain from disfavoring any faith-based organization, including by failing to select a faith-based organization, disqualifying an faith-based organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an faith-based organizations in the selection process using any funds related to this Agreement.

36. 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 Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4106, and the regulations in 44 C.F.R. Parts 59 through 79 and 24 C.F.R. § 570.605.

37. LEAD BASED PAINT

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

38. 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).

39. GENERAL COMPLIANCE

The SUBRECIPIENT shall comply with all applicable provisions of the Housing and

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Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBGDR/MIT funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the SUBRECIPIENT does not assume any applicable of the PRDOH's responsibilities for environmental review, decision making, and action, described in 24 C.F.R. Part 58 and (2) the SUBRECIPIENT does not assume any applicable of the PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52.

The SUBRECIPIENT shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR/MIT funds in complying with its obligations under this Agreement, regardless of whether CDBGDR/MIT funds are made available to the SUBRECIPIENT on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, Subpt. A; 24 C.F.R. Part 58; 24 C.F.R. Part 75; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The SUBRECIPIENT also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The SUBRECIPIENT shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

40. DUPLICATION OF BENEFITS

The SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and described in Appropriations Act. The SUBRECIPIENT must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the PRDOH, which are published in a separate notices entitled: "Clarification to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (November 16, 2011, 76 FR 71060); "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (June 20, 2019, 84 FR 28836); and "Applicability of Updates to Duplication of Benefits

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Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees," (June 20, 2019, 84 FR 28848). The SUBRECIPIENT shall carry out the activities under this Agreement in compliance with PRDOH's procedures to prevent duplication of benefits.

41. DRUG-FREE WORKPLACE

The SUBRECIPIENT must comply with drug-free workplace requirements in 2 C.F.R. §§ 182.200 through 182.230 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 81018106.

42. HOLD HARMLESS

The SUBRECIPIENT shall and hereby agrees to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the Government of Puerto Rico, PRDOH, HUD and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the SUBRECIPIENT in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the SUBRECIPIENT to indemnify and reimburse the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRDOH's enforcement of this Agreement or any portion thereof against the SUBRECIPIENT or otherwise arising in connection with the SUBRECIPIENT's breach, violation, or other noncompliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. PRDOH RECOGNITION

Unless otherwise directed by the PRDOH, the SUBRECIPIENT shall ensure recognition of the role of HUD and the PRDOH in providing funding, services, and efforts through this Agreement. Unless otherwise directed by the PRDOH, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of the PRDOH. In addition, the SUBRECIPIENT shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The PRDOH reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal or addition of such recognition.

44. LOGOS CLAUSE

The Parties hereto will not use the name of the other party, seals, logos, emblems or any distinctive trademark/ trade name, without the prior written express authorization of the other party.

45. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The SUBRECIPIENT shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

46. FINANCIAL & PROGRAM MANAGEMENT

The SUBRECIPIENT shall expend and account for all CDBG-DR/MIT funds received under this Agreement in accordance with 2 C.F.R. § 200.302 and 2 C.F.R. § 200.303

and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

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The SUBRECIPIENT shall administer its program in conformance with Cost Principles as outlined in 2 C.F.R. § 200.400 through 2 C.F.R. § 200.476, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

47. DOCUMENTATION AND RECORD KEEPING

The SUBRECIPIENT shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by the PRDOH. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT programs, as modified by the HUD Notices;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR/MIT funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR/MIT program;
- f. Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200;
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

48. 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 SRA, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

49. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE PRDOH

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) years period**, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to PRDOH upon request.

50. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the SUBRECIPIENT comes to possess client data and other sensitive information as a result of this Agreement, then the SUBRECIPIENT shall maintain client

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data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to PRDOH monitors or their designees for review upon request.

The SUBRECIPIENT must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or the PRDOH designates as sensitive or the SUBRECIPIENT considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the Subrecipient must comply with the *PRDOH CDBG-DR Personally Identifiable Information, Confidentiality, and Nondisclosure Policy*, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/download/personally-identifiable-informationconfidentiality-and-nondisclosure-policy/>), which is herein included and made integral part of this Agreement, as it may be updated from time to time

The SUBRECIPIENT shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and § 570.490(c) (States).

51. CLOSE-OUT

The SUBRECIPIENT's obligation to PRDOH shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PRDOH), properly addressing Program Income (as that term is defined in Section VI (A)(19) of the HUD Notice 83 FR 5844, 5856 (February 9, 2018, as may be amended by HUD)), balances, and accounts receivable to the PRDOH), determining the custodianship of records, and the SUBRECIPIENT certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG-DR/MIT funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the SUBRECIPIENT shall transfer to the recipient any CDBG-DR/MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBGDR/MIT funds, further, any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG-DR/MIT funds (including CDBGDR/MIT funds provided to the SUBRECIPIENT in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

52. AUDITS AND INSPECTIONS

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the PRDOH, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within **thirty (30) days** after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

53. SINGLE AUDIT

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

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

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

54. INSPECTIONS AND MONITORING

The SUBRECIPIENT shall permit the PRDOH and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the PRDOH to meet the requirements of 2 C.F.R. Part 200.

55. CORRECTIVE ACTIONS

The PRDOH may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The PRDOH may require the SUBRECIPIENT to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the SUBRECIPIENT from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the SUBRECIPIENT utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, the PRDOH may impose additional conditions on the use of the CDBG-DR/MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

56. NONDISCRIMINATION

The SUBRECIPIENT shall comply with 24 C.F.R. Part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309. Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

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

Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

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The SUBRECIPIENT shall ensure that all CDBG-DR/MIT activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.¹

57. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The SUBRECIPIENT shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4156, requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 or the description of "facilities" in 41 C.F.R. § 102-76.60 are subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and 41 C.F.R. Subt. C, Ch. 102, for general type buildings).

The Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101 *et seq.* (**ADA**), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

58. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

1) General Compliance:

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and 24 C.F.R. § 570.601 and § 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person

¹ Follow the link for document access at the CDBG-DR Website: <https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/>.

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for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the SUBRECIPIENT assures that the program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this 2 C.F.R. Part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the SUBRECIPIENT's assurance herein shall obligate the SUBRECIPIENT or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the SUBRECIPIENT for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the PRDOH and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR/MIT funds and provided to the SUBRECIPIENT under this Agreement, the instrument effecting any disposition by the SUBRECIPIENT of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the SUBRECIPIENT receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

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

The SUBRECIPIENT shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the SUBRECIPIENT procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended, 15 U.S.C. § 632 (a), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish

heritage Americans, Asian- Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

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

4) Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it 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 worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

59. LABOR STANDARDS

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement 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, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Parts 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The SUBRECIPIENT agrees to comply with 18 U.S.C. § 874 and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the PRDOH for review upon request.

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

60. CONDUCT

1) Contracts

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- a. Monitoring: As applicable, the SUBRECIPIENT will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- b. Content: The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement, as applicable.
- c. Selection Process: The SUBRECIPIENT shall ensure that all contracts awarded after the execution of this Agreement and in the performance of such, follow the procurement policies and procedures described in this Agreement.
- d. Notification: The SUBRECIPIENT shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR/MIT funds to the Contract Administration Area of the PRDOH CDBG-DR/MIT Legal Division within **three (3) days** of its execution.

2) Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

- a. It is presumed that the SUBRECIPIENT is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.
- b. In the event the SUBRECIPIENT is not, the SUBRECIPIENT shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR/MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR/MIT assisted activity, or with respect to the proceeds from the CDBG-DR/MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **one (1) year** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the SUBRECIPIENT, or any designated public agency.
- d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The SUBRECIPIENT certifies that: (1) No public servant of the PRDOH

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has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.

61. CITIZEN GRIEVANCES

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

62. TECHNICAL ASSISTANCE AND TRAININGS

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

63. DISASTER RELIEF ACCOUNT

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

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

64. 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.

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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



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WHOLE COMMUNITY RESILIENCE PLANNING NON-CONFLICT OF INTEREST CERTIFICATION 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

3/21/2024

Date

ALMA FRONTERA COLÓN

Printed Name

**Vice President of Operations and
Programs
Foundation for Puerto Rico, Inc.**

Position