

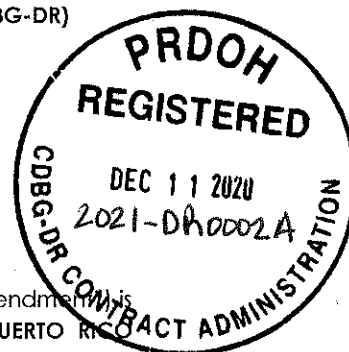


GOVERNMENT OF PUERTO RICO
Department of Housing

AMENDMENT A

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

**AMENDMENT A TO THE AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
INVEST PUERTO RICO INC.
Contract Number 2021-DR0002**



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[Signature]

THIS **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "Amendment") is entered into this 9 day of December, 2020, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Luis C. Fernández Trinchet, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and the **INVEST PUERTO RICO INC.** (the "Subrecipient" or "IPR"), a non-profit corporation duly organized and existing under the laws of the Government of Puerto Rico, with principal offices at 1225 Juan Ponce de León Avenue, PH 782, San Juan, Puerto Rico, represented herein by its Chief Executive Officer, Rodrick T. Miller, of legal age, married, and resident of Guaynabo, Puerto Rico, collectively the "Parties".

RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 3, 2020, the PRDOH and the Subrecipient entered into an Agreement, which was registered under Contract No. 2021-DR0002, for the for Tourism and Business Marketing Program in connection with the CDBG-DR Program (the "Agreement").

WHEREAS, the PRDOH and the Subrecipient, agreed that, for Tourism and Business Marketing Program performed during the term of the Agreement, PRDOH allocated the amount not to exceed **FIVE MILLION, SEVEN HUNDRED AND FIFTY FIVE THOUSAND (\$5,755,000.00)** to the Subrecipient from **ACCOUNT NUMBER R01E19TBM-EDC-UN 5001-3010/ 6090-01-000**. That Agreement is for a period of **eight (8) months**, from the day of its execution, ending on February 7, 2021.

WHEREAS, the parties intend to amend the Agreement to correct a discrepancy between its **EXHIBIT C - KEY PERSONNEL** and **EXHIBIT D**.

WHEREAS, this Amendment A does not affect the term nor the overall amount of the Agreement.

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

WHEREAS, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment A.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the document, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. SAVINGS CLAUSES

The information included in this Amendment A serves the purpose of modifying Agreement exhibit for Key Personnel. All provisions of the original Agreement shall continue to be in full force and effect.

II. SCOPE OF AMENDMENT

The PRDOH and the Subrecipient have agreed to enter into this Amendment A with the purpose of modifying the Agreement exhibit for Key Personnel, and conforming the Subrecipient Agreement to federal and state regulations and statutes.

III. AMENDMENTS

- A. **Exhibit C** (Key Personnel) of the Agreement is being replaced by a modified **Exhibit C** (Key Personnel) hereto incorporated by reference into the Agreement and made part of the Agreement (See **Attachment 1** of this Amendment A).

IV. ASSIGNMENT OF RIGHTS

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

V. HEADINGS

The titles to the paragraphs of this Amendment are solely for reference purposes and the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

VI. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

VII. COMPTROLLER REGISTRY

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

VIII. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

IX. SEVERABILITY

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

X. SURVIVAL OF TERMS AND CONDITIONS

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

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

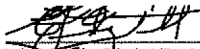
IN WITNESS THEREOF the Parties here to executive this Amendment A in San Juan, Puerto Rico, on the above written date.


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DEPARTMENT OF HOUSING

INVEST PUERTO RICO INC.




Luis C. Fernández Trinchet (Dec 9, 2020 13:15 AST)

Luis C. Fernández Trinchet, Esq., CFA
Secretary



Rodrick T. Miller
Chief Executive Officer
DUNS Number: 117439741



EXHIBIT C

KEY PERSONNEL

[TOURISM AND BUSINESS MARKETING PROGRAM] INVEST PUERTO RICO INC. (IPR)

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Below is the Staffing Plan for the CDBG-DR **Tourism and Business Marketing** Program, which reflects a combination existing employees or new hired employees dedicated for the CDBG-DR **Tourism and Business Marketing** Program.

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Role	Description
Chief Strategy Officer	Designs, oversees, and performs all programmatic activities required to achieve this Project. Functions include Data analysis; Define goals and objectives for each marketing activity; Production reporting; Reporting on goals and objectives for each marketing activity;
Financial Director	Performs all financial activities required to achieve this Program. Functions include completing Request for Payments as needed; Estimate to complete reports; Contract management and support; Time and effort reporting.
Chief Marketing Officer	Provides oversight on all marketing activities. These activities include management of media subcontracts, website development, digital, traditional, social, and direct marketing initiatives along with analytics reporting.
Marketing Manager	In charge of developing and managing overall digital, traditional, and experiential marketing strategies for the Program. Designs criteria for selecting (e.g., advertising) agency.
Marketing Coordinator	Supports all tactical executions for the Program.
Marketing Associate	Supports social-related executions for the Program.
Event Manager	Responsible for launch of inaugural activities for experiential marketing activations.
Communications Manager	Amplifies activity and brand awareness with overall goal to secure earned media.

Web Developer	Designs, creates, and maintains website. Responsible for site performance and capacity.
Content Creator	Produces content (e.g., images, video, copywriting, other creative assets) for use in marketing. Contributes to video content; blog posts; email newsletters; social media copy; and graphic design.
Content Editor	Supports editing of select content produced for the Program. Works with and supports Content Creator.


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Amendment A to Invest (Tourism and Business Marketing Program)

Final Audit Report

2020-12-09

Created:	2020-12-08
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