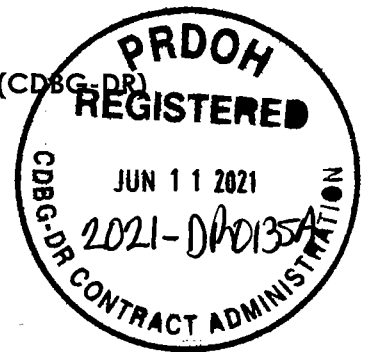




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT A TO THE SUBRECIPIENT AGREEMENT**  
**BETWEEN THE**  
**PUERTO RICO DEPARTMENT OF HOUSING**  
**AND THE**  
**FUNDACIÓN SILA M. CALDERÓN, INC.**  
Contract Number 2021-DR0135



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, "**Amendment**") is entered into this 10 day of June, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPRA § 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, William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **FUNDACIÓN SILA M. CALDERÓN, INC.** (the "**Subrecipient**" or "**FSMC**"), a nonprofit corporation, with principal offices at 1012 Calle González, Urb. Santa Rita, Río Piedras, Puerto Rico, represented in this act by its President, Luis Gautier Lloveras, of legal age, married, and resident of Guaynabo, Puerto Rico, collectively the "**Parties**".

**I - RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on March 24, 2021, the Parties entered into an Subrecipient Agreement for the Small Business Incubators and Accelerators Program (hereinafter, "**SBIA**" or "**The Program**") for a period of **four (4) years** from the day of its execution, ending on March 24, 2025, for **two million one thousand fifty and four dollars** (\$2,150,004), registered as Contract Number 2021-DR0135 (hereinafter, "**the Agreement**").

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

**WHEREAS**, it is the intention of the Parties to conform the Subrecipient Agreement to the Small Business Incubators and Accelerators Program Guidelines and programmatic requirements.

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

**WHEREAS**, The Subrecipient has the legal power and authority to enter into this Agreement and has agreed to undertake the corresponding administrative responsibilities under the Program. By signing this Agreement, the Subrecipient assures PRDOH that Subrecipient shall comply with all the requirements described herein.

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## TERMS AND CONDITIONS

### II - SAVINGS CLAUSES

The information included in this Amendment A serves the purpose of conforming the Interagency Agreement to the SBIA Program Guidelines and programmatic requirements as set forth in the sections below.

### III - SCOPE OF AMENDMENT

The PRDOH and the Subrecipient have agreed to enter into this Amendment A with the purpose of conforming the Subrecipient Agreement to the SBIA Program Guidelines and programmatic requirements.

### IV – AMENDMENTS

- a.** The following Exhibits are being replaced by a modified Exhibit:
- i.** **Exhibit C (Key Personnel)** of the Agreement, is being replaced by a modified **Exhibit C** hereto incorporated by reference into the Agreement and made part of the Agreement. (**Attachment A**)
  - ii.** **Exhibit D (Budget)** of the Agreement is being replaced by a modified **Exhibit D** hereto incorporated by reference into the Agreement and made part of the Agreement. (**Attachment B**)
- b.** The Parties intend to include a new **Exhibit H, SUBROGATION AND ASSIGNMENT PROVISIONS** hereto incorporated by reference into the Agreement and made part of the Agreement. (**Attachment C**)
- c.** The Parties agree to amend, Exhibit A, Scope of Work, section 4.4.2, Conduct, as follows:
- 4.4.2 Conduct proper procurement as needed for successful implementation and administration of the Tasks and Activities contained within this SRA. All procurement must be done in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through § 200.327.
- d.** The Parties intend to amend **SECTION III, SCOPE OF WORK, Part (A) Subrecipient Management Responsibilities** of the Subrecipient Agreement, as follows:

"A. Subrecipient Management Responsibilities

1. As a condition of receiving this Subaward, the Subrecipient is responsible for the management, monitoring, and reporting of all services included in the **Exhibit A** for the Program.
2. All services shall be made in accordance with PRDOH guidelines, HUD guidelines and regulations, and other applicable state and federal laws and regulations.
3. The Subrecipient will develop plans in accordance with the Exhibit A. The PRDOH reserves authority and discretion to review and approve such plans."

- e. The Parties intend to amend **SECTION IV, PERFORMANCE, MONITORING AND REPORTING, Part (A) Monitoring** of the Subrecipient Agreement, as follows:

"A. Monitoring

The PRDOH shall monitor the performance of the Subrecipient as necessary to ensure that the funds allocated to the Subrecipient are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement, including the timeframes and performance goals set forth in **Exhibit B** associated with the activities included in the Scope of Work (**Exhibit A**).

This review shall include: (1) reviewing financial and performance reports required by the PRDOH; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the PRDOH detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the PRDOH as required by 2 C.F.R. § 200.521.

Substandard performance, defined as a performance that falls short of the standard expected of the Subrecipient, as specified in the Agreement's exhibits, shall constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within **fifteen (15) days** after being notified by PRDOH, PRDOH may impose additional conditions on the Subrecipient and suspend or terminate this Agreement, disallow all or part of the cost of the activity or action not in compliance or initiate other remedies for noncompliance, as appropriate and permitted under 2 C.F.R. § 200.339."

- f. The Parties intend to amend **SECTION V, EFFECTIVE DATE AND TERM, Part (A) Contract Extensions** of the Subrecipient Agreement, as follows:

"A. Contract Extensions

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

- g. The Parties intend to amend **Part (A) Amendments** under **SECTION IX, AMENDMENTS AND TERMINATION** as follows:

"A. Amendments

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each party, and approved by PRDOH. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. Unless specified, such amendments are not intended to affect nor will they constitute an extinctive novation of the obligations of the Parties under the Agreement and amendment.

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This Agreement may be amended by the parties hereto, for the purpose of including any other CDBG-DR funded program included in the HUD-approved Hurricanes Irma and María current Action Plan.

The PRDOH may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both the PRDOH and the Subrecipient.

However, PRDOH reserves the right to notify the Subrecipient Subrecipient in writing, email, or any other electronic method, of any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment."

- h. The Parties intend to amend **SECTION X, COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Part (M) Client Data and Other Sensitive Information**, of the Subrecipient Agreement, as follows:

"M. 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 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 services 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 ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

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)."

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- i. The Parties intend to amend the **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Part (S) Procurement and Contractor Oversight** of the Subrecipient Agreement, as follows:

"S. Procurement and Contractor Oversight

The Subrecipient shall ensure that every process of procurement of goods and services comply with the federal procurement rules and regulations found in 2 C.F.R. §200.318 through §200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and documenting contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the contractor has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. PRDOH must obtain and maintain records to document how the procurement performed by the Subrecipient complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

In regard to the provisions of the Procurement Manual for CDBG-DR Programs, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which is herein incorporated by reference and made integral part of this Agreement, as it may be updated from time to time, the Subrecipient shall comply with the provisions related to: minority, women, small, and Section 3 business participation; low and very low-income persons or firms participation.

The Subrecipient shall include all applicable PRDOH's conditions (as revised from time to time by the PRDOH in accordance with applicable law, rule or regulation) in any contract entered into under this Agreement. Subrecipient shall also require all contractors to flow down the PRDOH's Conditions, as well as termination for convenience of the PRDOH, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with the PRDOH, and required diversity forms.

The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(l) as appropriate. CDBG-DR funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or Agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or Agreements, and the terms and conditions of this Agreement."

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- j. The Parties intend to amend the **SECTION X, COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Part (Y) Conduct, 1. Contracts** of the Subrecipient Agreement, as follows:

"Y. Conduct

1. Contracts

- 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 Section X, subsection S of this Agreement.
- d. Notification: The Subrecipient shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution. Additionally, the Subrecipient shall provide a copy of any and all subcontracts executed by its Contractors to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution."

- k. The Parties intend to amend **SECTION X, COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Part (Z) Citizens Grievances** of the Subrecipient Agreement, as follows:

"Z. Citizens Grievances

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

- l. The Parties intend to amend **Section XII, FORCE MAJEURE** of the Subrecipient Agreement as follows:

"XII. **FORCE MAJEURE**

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any *Force Majeure* including inclement weather, herein collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH nor the

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

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

- m. The Parties intend to include a new section **Section XXII MEMORANDUM NO.2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)**, as follows:

**"XXII. MEMORANDUM NO.2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)**

**A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

**B. Termination Clause:** The Chief of Staff (*Secretaría de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

**C. Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico (if apply):** The parties acknowledge that the contractor has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017 as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications).

- n. The Parties agree that the existing Section XXII of the Agreement shall be renumbered to become **Section XXIII. SUBROGATION**. Consequently, the sections following the aforementioned, are renumbered sequentially as follows:

[...]

**XXIV. COMPTROLLER REGISTRY.**

[...]

**XXV. ENTIRE AGREEMENT.**

[...]

**XXVI. FEDERAL FUNDING.**

[...]

**XXVII. RECAPTURE OF FUNDS.**

[...]

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## **XXVIII. OVERPAYMENT.**

[...]

## **XXIX. COUNTERPARTS.**

### **V - ASSIGNMENT OF RIGHTS**

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

### **VI - SEVERABILITY**

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

### **VII - SECTION HEADINGS AND SUBHEADINGS**

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

### **VIII - NON-WAIVER**

The PRDOH's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the PRDOH to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **IX - GOVERNING LAW: JURISDICTION**

This Amendment shall be governed by, interpreted and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The Parties further agree to assert any claims or causes of action that may arise out of this Amendment in the Puerto Rico Court of First Instance, San Juan Part.

### **X - 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 this Amendment 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 this Amendment 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.

### **XI - SUBROGATION**

The Subrecipient acknowledges that funds provided through this Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Subrecipient shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause.

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This clause shall survive indefinitely the termination of this Agreement, as amended, for any reason.

## **XII - 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.

## **XIII - ENTIRE AGREEMENT**

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

## **XIV - FEDERAL FUNDING**

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

## **XV - RECAPTURE OF FUNDS**

PRDOH may recapture payments it makes to Subrecipient that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, as amended, including any unapproved expenditures. Subrecipient must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to Subrecipient.

## **XVI - OVERPAYMENT**

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

## **XVII - COUNTERPARTS**

This Amendment may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

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

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By: William O Rodríguez Rodríguez  
 William O Rodríguez Rodríguez (Jun 10, 2021 15:32 EDT)  
 Name: William Rodríguez Rodríguez, Esq.  
 Title: Secretary

By: Luis Gautier Lloveras  
 Luis Gautier Lloveras (Jun 10, 2021 13:58 EDT)  
 Name: Luis Gautier Lloveras  
 Title: President, Fundación Sila M. Calderón, Inc.  
 DUNS Number: 016018550

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EXHIBIT C

KEY PERSONNEL

SMALL BUSINESS INCUBATORS AND ACCELERATORS

FUNDACIÓN SILA M. CALDERÓN, INC.

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

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Roles	FE Count
Program Director	1
Human Resources	1
General Coordinator	1
Entrepreneurial Program Coordinator	1
Program Officer	1
Program Assistant	1
CRM- Monitor	1
Facilities Coordinator	1
Entrepreneurial Facilitators	2
Communications Officer	1
Financial Officer	1
Comptroller	1
Compliance Officer	1

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I. Roles Description:

Role	Description
Program Director	In charge of the general management of the project and supervision of all personnel. Among his tasks is to ensure the effective use of funds and compliance with the program plans of the proposal.
Human Resources	Will be in charge of all human resources matters, including recruitment, attendance management, orientation to organizational rules and regulations.
IGLL IGLL  WARR WARR  General Coordinator	Directs federal CDBG-DR funding to promote small business incubation and acceleration at the Island level. Advocates for the interests of small businesses. Manages the Small Business Incubators and Accelerators Proposal programs, services and budget. Write all operational compliance reports. Serve as liaison between participants, collaborators, organizations, the Center for Puerto Rico for the fulfillment of the goals and objectives established in the proposal. Serve as the primary point of contact with the Department of Housing and federal agencies. Oversee proposal staff and general program operations.
Entrepreneurial Program Coordinator	In charge of the coordination of business activities and will support the implementation of the proposal.
Program Officer	Implement incubator and accelerator programs and services related to recruiting, identifying resources, developing educational materials and administrative documents, providing technical assistance, developing reports, facilitating work between the Center for Puerto Rico and the community, and coordinating project work area meetings. Serve as liaison between participants, collaborators, organizations, and the Foundation to accomplish program goals.

IGLL IGLL	<b>Programs Assistant</b>	Provide assistance in administrative manners. Coordinate administrative aspects of the Incubation and Acceleration proposal through tasks related to the development of activities, writing documents and reports, preparing presentations, answering phone calls and orienting the general public to the services, establishing a calendar and coordinating work area meetings. Serve as liaison between participants, collaborators, organizations, and the Center for Puerto Rico and its staff, in order to achieve the objectives of the work area and meet established goals.
	<b>CRM- Monitor</b>	The information and documentation system monitor will be in charge of training the staff on the salesforce system and will be the consultant on the use of the system. He/she will be able to issue compliance reports through the data collection platform.
WORR WORR	<b>Facilities Coordinator</b>	The business facilitator will provide specialized assistance to ensure business incubation and acceleration.
	<b>Entrepreneurial Facilitators</b>	Position meant to provide Program Officer's with needed, business-based, technical assistance.
	<b>Communications Officer</b>	Will be responsible for the implementation of the marketing plan for the promotion of the services of the incubator and accelerator and will actively participate in the process of recruiting participants and educating the community about the program services available.
	<b>Financial Officer</b>	Will be in charge of managing the financial affairs of the proposal, including invoicing, payment and preparation of financial compliance reports.
	<b>Comptroller</b>	Will be in charge of the general supervision of the fiscal processes of the proposal.
	<b>Compliance Officer</b>	Will be in charge of monitoring the services and compliance of the processes according to federal, state and municipal regulations. Will work with the overall program coordinator in the preparation of proposal compliance reports

II.     **Notes:**  
          **NO ADDITIONAL NOTES**



# EXHIBIT D – SECTION 1

## BUDGET

### SMALL BUSINESS INCUBATORS AND ACCELERATORS

### FUNDACIÓN SILA M. CALDERÓN, INC.

#### DESCRIPTION SERVICES

The proposed Small Business Incubators and Accelerators Program will be based on a logical model of empowerment and self-management.

Through the Small Business Incubators and Accelerators Program, Fundación Sila M. Calderón, Inc. will:

1. **Support the emergence of new businesses**
2. **Program Activities / Methodology and Strategies**
  - Entrepreneurial Capacity Building Program (ECBP)
3. **The Educational Component**
  - Educational sessions consist of 64 hours of training
4. **Technical Assistance**
  - During the Incubation phase, the new entrepreneurs will be offered ongoing technical support to ensure the success of their entities and help address the difficulties that accompany a startup. This specialized assistance will be in the form of consultation sessions led by program officials, external consultants and business facilitators.
5. **Business Activities**
  - The Entrepreneurial Capacity Building Incubation and Acceleration program will include activities that allow the integration into the project of entrepreneurs who do not participate in our business training programs, but who require specialized consulting services.

#### Key Deliverables and tasks include:

- Analysis of Existing Conditions
- Data Analysis

- Public Engagement, outreach, and recruitment
- Implement Work Plan
- Overall, Grant Management functions (provide capacity building workshops, entrepreneurial impulse program, specialized technical assistance, co-working spaces, entrepreneurial activities (bazaars), development of marketing plan and branding promotion, among others).
- Finance, Invoicing and Contract Management functions
- Procurement functions
- Reporting functions

A combination of the Sila M. Calderón Foundation's (**FSMC**) staff and/or professional services may be utilized in the successful completion of Key Deliverables and the execution of required tasks. If utilized, in addition to programmatic tasks, vendors will also work with the FSMC's staff who are supporting SBIA Program activities to build key skill sets associated with coordination, oversight, and management of planning efforts. Reimbursement will be provided for reasonable costs associated with specific planning and grant management activities within the following budget categories:

1. Staff
2. Professional Services
3. Operational Costs
4. Equipment

Planning and grant management activities will include, but are not limited to, the following as described in **Exhibit A** (Scope of Work) and **Exhibit B** (Timeline and Performance Goals):

1. Activities necessary to develop the Sila M. Calderón Foundation's SBIA program.
2. Activities necessary for the Sila M. Calderón Foundation's SBIA program monitoring, evaluation, and oversight of vendor activities and operational work plan deliverables.

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STAFFING

Position	Qty. of Resources [A]	Months needed	Max. Hours per Resource [B]	Hourly Rate [C]	Max. Cost [D=AxBxC]
Program Director	1	60	26	\$44.21	\$ 68,968.00
Human Resources	1	60	9	\$30.40	\$ 15,808.00
General Coordinator	1	60	173	\$29.97	\$ 311,688.00
Entrepreneurial Program Coordinator	1	60	173	\$28.20	\$ 293,280.00
Program Officer	1	60	173	\$18.88	\$ 196,352.00
Program Assistant	1	60	173	\$13.21	\$ 137,384.00
CRM- Monitor	1	60	9	\$25.13	\$ 13,068.00
Facilities Coordinator	1	60	35	\$20.21	\$ 42,037.00
Entrepreneurial Facilitators	2	60	173	\$14.67	\$ 305,136.00
Communications Officer	1	60	17	\$19.36	\$ 20,135.00
Financial Officer	1	60	17	\$18.62	\$ 19,365.00
Comptroller	1	60	5.2	\$30.74	\$ 9,591.00
Compliance Officer	1	60	43	\$22.27	\$ 57,902.00
Total Cost:					\$ 1,490,714.00

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
IT Services	Ten (10) hours a month \$55 /hr. for IT services such as computer updates and troubleshoot, network updates, among others.	\$ 33,000.00
External Consultants	Three (3) external consultants, each offering 300 hours at \$35 /hr.	\$ 157,500.00
Cleaning Services	Facility cleaning services - 3% of total annual, invoices will be based, exclusively for the incubation and acceleration working spaces areas.	\$ 52,800.00
Security Services	Facility security 3% of total annual project cost, invoices will be based exclusively for the incubation and acceleration working spaces areas.	\$ 75,000.00



PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Industrial Kitchen	Industrial Kitchen for entrepreneurial usage. This service consists on a collaborative agreement between an industrial kitchen (social enterprise partner) at a fix low cost, for the 17% of participants which businesses consist of food confection and related functions for businesses incubation and acceleration. The invoice process will be on an on-demand basis. This is an estimated cost per hour and per participant. Evidence will be presented of the entrepreneurs' assistance and usage of this services and an standard operational procedure will be developed, regarding a fair and balanced use of these hours balances.	\$ 76,800.00
Xerox Print/Scan/Copier Contract	Programmatic documentation and programmatic reporting.	\$ 27,000.00
Total Budget for Services to be Contracted:		\$ 422,100.00

OTHER OPERATING COSTS/OTROS GASTOS OPERACIONALES

Item Name/Artículo	Item Description/Descripción	Budget/Presupuesto
Office & Meeting Space	Space provided for entrepreneurial counselling and program workshops.	\$ 122,595.45
Travel	Travel to meetings, consulting visits, and entrepreneurial activities. Millage: 50 miles at 0.5 cents per 10 persons per month.	\$ 14,999.92
Software and Licensing	Usage of basic services for follow up and service provision such as: Zoom (\$7.49/m), Adobe Acrobat (\$13.99 /m), Canva (\$12.95/m), email-GSuite (\$5.62/m), ADP (\$7.84/m) and Microsoft Office (\$5.02/m) (These services are strictly used for the program and not along with other programs the entity may have.)	\$ 9,330.50

OTHER OPERATING COSTS/OTROS GASTOS OPERACIONALES

Item Name/Artículo	Item Description/Descripción	Budget/Presupuesto
Programs' Office Supplies	Multipurpose Paper, sticky notes, ink, writing tools, among others, strictly used for the program. An inventory will be created following the procurement procedures and material will be exclusively used with reasonability, allowability and allocability. No material will be used as part of the administrative staff with through this allocation.	\$ 15,000.00
Program Materials	As part of the materials provided to participants are binders, presentations, educational materials, among others. These materials are exclusive for the direct program services during the incubation and acceleration process.	\$ 35,964.13
Disinfecting Supplies	Every day disinfecting wipes, chemicals, acrylic barriers, hand-sanitizers	\$ 7,500.00
Program Outreach, Recruitment and Community Program's Education	Social media, brochure, media communication (Any advertising/marketing follows the allowed requirements in OMB circular A-122)	\$ 12,500.00
Total Expenses Budget/Gastos Totales:		\$ 217,890.00

EQUIPMENT/EQUIPO

Item Name/Artículo	Item Description/Descripción	Budget/Presupuesto
Computer Equipment	Laptops and battery backups for the program staff.	\$ 6,800.00
Office Furniture	Desks and chairs for the program staff and participants of the program.	\$ 12,500.00
Total Expenses Budget/Gastos Totales:		\$ 19,300.00

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PROJECT ACTIVITY DELIVERY COSTS/COSTOS DIRECTOS DEL PROYECTO		
Staff/Personal	Direct personnel of the program.	\$ 1,490,714.00
Professional Services	Services required to implement and develop the program.	\$ 422,100.00
Other Operating	Expenses related to travel, program outreach, rent, supplies, etc. for the program.	\$ 217,890.00
Equipment	Purchase of computer equipment and office furniture for the program.	\$ 19,300.00
TOTAL COSTS/COSTO TOTAL		\$ 2,150,004.00
GRAND TOTAL/GRAN TOTAL		\$ 2,150,004.00

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## EXHIBIT H

### SUBROGATION AND ASSIGNMENT PROVISIONS

#### SMALL BUSINESS INCUBATORS AND ACCELERATORS PROGRAM

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#### FUNDACIÓN SILA M. CALDERÓN, INC

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1. **General Provisions.**

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

2. **Subrogation and Assignment Relating to Funds Received from the Puerto Rico Department of Housing Small Business Incubators and Accelerators Program.**

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

under the Program and that are determined, in the sole discretion of PRDOH or its designated agent, to be a duplication of benefits ("DOB"). Any payments referred to in this paragraph, whether they are from Policies, FEMA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds"; any Proceeds that are determined to be a DOB shall be referred to herein as "DOB Proceeds".

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

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**3. Cooperation and Further Documentation.**

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

**4. Agreement to Turn Over Proceeds; Future Reassignment.**

- a) If Subrecipient (or, to the extent permitted by superior loan documents, any lender to which DOB Proceeds are payable) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to PRDOH, if Subrecipient received Grant Proceeds under the Program in an amount greater

than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

- b) In the event that Subrecipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Certification ("Subsequent Proceeds"), Subrecipient shall pay such Subsequent Proceeds directly to the PRDOH, and PRDOH will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds shall be disbursed as follows:
- (i) If Subrecipient has received full payment of the Grant Proceeds, Subrecipient shall remit any Subsequent DOB Proceeds to PRDOH. PRDOH shall return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
  - (ii) If Subrecipient has received no payment of the Grant Proceeds, PRDOH shall reduce the payment of the Grant Proceeds to Subrecipient by the amount of the Subsequent DOB Proceeds and shall return all Subsequent Proceeds in excess of the Subsequent DOB Proceeds to Subrecipient.
  - (iii) If Subrecipient has received a portion of the Grant Proceeds, the following shall occur: (A) PRDOH shall reduce the remaining payments of the Grant Proceeds and return Subsequent DOB Proceeds in such amount to the Subrecipient; and (B) Subrecipient shall remit any remaining Subsequent DOB Proceeds to PRDOH. PRDOH shall also return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
  - (iv) If the PRDOH makes the determination that Subrecipient does not qualify to participate in the Program or Subrecipient decides not to participate in the Program, PRDOH shall return the Subsequent Proceeds to Subrecipient, and the Agreement shall terminate.
- c) Once PRDOH has recovered an amount equal to the Grant Proceeds paid to Subrecipient, PRDOH will reassign to Subrecipient any rights given to PRDOH pursuant to these provisions.

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**5. Miscellaneous.**

- a) Subrecipient hereby represents that all statements and representations made by Subrecipient regarding any Proceeds are true and correct, as of the date of the issuance of the Grant Proceeds.
- b) In any proceeding to enforce these provisions, PRDOH shall be entitled to recover all costs of enforcement, including PRDOH's attorney fees.
- c) The parties hereto each waive the right to have any judicial proceeding concerning any of the provisions hereof tried by a jury.
- d) Neither these provisions, nor any portion or provisions hereof may be changed, waived, or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by all parties hereto and approved by PRDOH.
- e) These provisions, and the rights and obligations of the parties shall be governed and construed in accordance with federal law and the laws of the Government of Puerto Rico without giving effect to conflict of law provisions. Any action

arising out of or related to this Subrogation and Assignment provisions shall be brought within the Government of Puerto Rico.

- f) The captions of the various sections of this Subrogation and Assignment provisions have been inserted only for the purpose of convenience; such captions are not a part of the Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any provisions of this Subrogation.
- g) Subrecipient acknowledges that making a false, fictitious, or fraudulent statement or representation in this agreement is punishable under Federal and State law and shall constitute a separate criminal offense each time a public benefit is fraudulently received.
- h) Subrecipient acknowledges that they have been informed and understand the penalties for making a materially false or misleading statement to obtain CDBG-DR funds under the Program or any other of the PRDOH's Programs.

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# SILA - SRA AMENDMENT A

Final Audit Report

2021-06-10

Created:	2021-06-09
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2dELLmR6yoKoRdmYP-oeONDfIGNqcS

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