



AMENDMENT A

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
SMALL BUSINESS INCUBATORS AND ACCELERATORS (SBIA) PROGRAM**

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



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT A**") is entered into this 2 day of June, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, dated June 10, 1972, as amended, known as the "Department of Housing Organic Act" (hereinafter, the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and **Borincana Foundation, Inc.** (hereinafter, the "SUBRECIPIENT"), a non-profit corporation organized and existing under the laws of the Commonwealth of Puerto Rico, with principal offices at 151 San Francisco Street, Suite 200, PMB #5369, Viejo San Juan, Puerto Rico 00901, represented herein by its Board Member, María de L. Blázquez, of legal age, married, and resident of Guaynabo, Puerto Rico; collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 4, 2021, the Parties entered into a Subrecipient Agreement under the **SMALL BUSINESS INCUBATORS AND ACCELERATORS (SBIA) PROGRAM** (hereinafter, the "**PROGRAM**"), Contract No. 2022-DR0093, for **two million two hundred ninety-nine thousand nine hundred eight dollars and zero cents (\$2,299,908.00)**, with a four (4) years period of performance ending in August 4, 2025 (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, the Parties acknowledge and agree that this AMENDMENT A 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, 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 A.

WHEREAS, the SUBRECIPIENT, has duly adopted the Resolution dated April 15, 2021, authorizing the SUBRECIPIENT to enter into this AMENDMENT A. The SUBRECIPIENT has agreed to enter into this AMENDMENT A with the PRDOH, and by signing this AMENDMENT A, the SUBRECIPIENT assures PRDOH that the SUBRECIPIENT 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 A subject to the following:

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TERMS AND CONDITIONS

II. ATTACHMENTS

The information included in this AMENDMENT A serves the purpose of modifying and amending **Exhibit C** (Key Personnel), **Exhibit D** (Budget) and **Exhibit G** (Subrogation and Assignment Provisions) of the AGREEMENT. The modified or updated versions of the aforementioned exhibits are incorporated by reference into the AGREEMENT via this AMENDMENT A. All provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT A.

III. SCOPE OF AMENDMENT

The Parties acknowledge and agree that this AMENDMENT A principally entails a redistribution of the Budget allocated to the SUBRECIPIENT to undertake its activities under the PROGRAM and a modification of the Staffing Plan. The Parties agree to amend **Exhibit C** (Key Personnel) to include all the instructors' positions from the Professional Services Section, eliminate the Program Analyst and Program Fellow positions from the Staffing Plan and include a Program Associate II position. The Parties also agree to amend **Exhibit D** (Budget) to redistribute all the instructors' positions funds from the Professional Services Section to the Staffing Section, assign funds to the Program Associate II position, and amend the Other Operating Costs and Equipment sections. A modified version of **Exhibit G** (Subrogation and Assignment Provisions) is also incorporated by reference to the AGREEMENT via this AMENDMENT A.

IV. 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. The modified version of **Exhibit C** (Key Personnel) includes all the instructors' positions removed from the Professional Services Section, eliminates the Program Analyst and Program Fellow positions from the Staffing Plan and include a Program Associate II position (See **Attachment I** of this AMENDMENT A).
- B. **Exhibit D** (Budget) of the AGREEMENT is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. The modified version of **Exhibit D** (Budget) includes the following changes: (1) redistribute all the instructors' positions funds from the Professional Services Section to the Staffing Section; (2) assign funds to the Program Associate II position; (3) and amend the Other Operating Costs and Equipment sections (See **Attachment II** of this AMENDMENT A).
- C. **Exhibit G** (Subrogation and Assignment Provisions) of the AGREEMENT is being replaced by a modified **Exhibit G** (Subrogation and Assignment Provisions) hereto incorporated by reference into the Agreement and made part of the Agreement. The modified version of **Exhibit G** contains the updated legal citations of the statutes cited throughout **Exhibit G** (See **Attachment III** of this AMENDMENT A).
- D. Starting on April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (UEI). Accordingly, the Parties agree to replace the SUBRECIPIENT's DUNS Numbers with the following Unique Entity Identifier:

Borincana Foundation, Inc.
Unique Entity ID: EHVAPGBSMVR9


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E. The Parties agree to include PRDOH's Unique Entity Identifier as part of the AGREEMENT, as amended:

PRDOH
Unique Entity ID: FFMUBT6WCM1

V. SEVERABILITY

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

VI. SECTION HEADINGS AND SUBHEADINGS

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

VII. COMPTROLLER REGISTRY

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

VIII. ENTIRE AGREEMENT

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

IX. FEDERAL FUNDING

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

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

PUERTO RICO DEPARTMENT OF HOUSING
CDBG-DR Grantee

William O. Rodríguez Rodríguez
By: William O. Rodríguez Rodríguez (Jan 2, 2022 15:11 EDT)
Name: Hon. William O. Rodríguez Rodríguez, Esq.
Title: Secretary

BORINCANA FOUNDATION, INC.

María de L. Blázquez
By: María de L. Blázquez (May 30, 2022 20:47 EDT)
Name: María de L. Blázquez
Title: Board Member



EXHIBIT C

KEY PERSONNEL

SMALL BUSINESS INCUBATORS AND ACCELERATORS
PROGRAMS

FUNDACIÓN BORINCANA



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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.

I. Roles

Roles	FE Count
Program Manager	1
Program Associate	1
Program Associate II	1
Lead Instructor	1
Associate Instructor	1
Instructors	5

II. Roles Description:

Role	Description
Program Manager	Responsible for coordinating program execution with the Lead Instructor, implementing the program according to scope, schedule, and budget, and ensuring high-quality deliverables and achievement of program outcomes.
Program Associate	Responsible for coordinating the execution with the Program Manager and Lead Instructor, manage the cohort member program deliverable process, and be a regular point of contact for cohort members and will participate in the provision of training/services to cohort participants. The associate will also will document and measure group and

	individual participants pre- program and post-program on their ability to access capital.
Program Associate II	Responsible for coordinating the execution with the Program Manager and Lead Instructor, manage the cohort member program deliverable process, and be a regular point of contact for cohort members and will participate in the provision of training/services to cohort participants. The associate will also will document and measure group and individual participants pre- program and post-program on their ability to access capital.
Lead Instructor	Responsible for program development and design, leveraging their network to attract investors and capital providers to the program, ensuring overall program quality, and being the lead financial advisor for our participants.
Associate Instructor	Responsible for supporting program development and design, and ensuring overall program quality, and being the supporting advisor for our participants.
Instructors	Responsible for presenting a core topic during at least one (1) week of the curriculum in addition to providing ongoing feedback and hands-on support for multiple teams each cohort. The instructors and mentors will also be strategically utilized for ad hoc support to projects continue.

III. Notes:

After this Agreement is executed, the Subrecipient may request in writing to modify the distribution of budgeted amounts for any of the positions.

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EXHIBIT D – SECTION 1

BUDGET

SMALL BUSINESS INCUBATORS AND ACCELERATORS

FUNDACIÓN BORINCANA

DESCRIPTION SERVICES

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Subrecipient is aimed at serving the spectrum of vulnerable communities who lack economic mobility due to an absence of critical (and reliable) energy infrastructure. We accelerate resilient economic development at a fundamental level by enabling local businesses, non-profits, and municipalities with the resources needed to achieve investment for distributed electric power systems. Our unique positioning within the energy project ecosystem allows us to leverage the best of private industry to provide an interdisciplinary and applied education in energy entrepreneurship.

Subrecipient provides guidance and assistance to define and position energy projects to optimize their ability to secure funding and partnerships. The program also includes intensive training in project finance, differentiated requirements of capital providers, risk analysis and identification, financial modeling, and preparation and presentation of required informational materials

STAFFING

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Months Needed [C]	Hourly Rate [D]	Estimated Monthly Cost [E=AxBxD]	Max Cost for the Program [F=CxE]
Program Manager	1	160	60	\$41.77	\$ 6,684.00	\$ 401,040.00
Program Associate	1	160	60	\$30.37	\$ 4,860.00	\$ 291,600.00
Program Associate II	1	160	60	\$30.37	\$ 4,860.00	\$ 291,600.00
Lead Instructor	1	40	60	\$130.00	\$ 5,200.00	\$ 312,000.00
Associate Instructor	1	30	60	\$104.00	\$ 3,120.00	\$ 187,200.00
Instructors	5	11	60	\$104.00	\$ 5,720.00	\$ 343,200.00
Total Maximum Estimated Cost:					\$ 30,444.00	
Total Cost for 5 Years (60 Months):						\$ 1,826,640.00

*Hours work by resources will be based on program actual needs.

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Consulting Services	Post program project support for the participants of the program.	\$ 24,091.00
Total Budget for Services to be Contracted:		\$ 24,091.00

OTHER OPERATING

Item Name	Item Description	Budget
Travel	Inter-Island travel and mainland travel for instructors of the program.	\$ 40,000.00
Outreach	Outreach for the program that may consists of but not limited to workshops, webinars, trainings and venues.	\$ 81,931.00
Rent	Dedicated program office for the program.	\$ 100,000.00
Software	Software for the program such as but not limited to online collaboration and learning management systems.	\$ 10,300.00
Telecommunications	Staff members will use VOIP solutions to communicate internally and externally.	\$ 7,540.00
Indirect Cost	Indirect Cost will be reimbursed utilizing De Minimis Rate – 10%.	\$ 197,266.00
Total Expenses Budget:		\$ 437,037.00

EQUIPMENT

Item Name	Item Description	Budget
Office Equipment	Computers for the staff members of the program.	\$ 12,140.00
Total Expenses Budget:		\$ 12,140.00

PROJECT ACTIVITY DELIVERY COSTS		
Staff	Direct personnel for the program.	\$ 1,826,640.00
Professional Services	Project consulting for the program.	\$ 24,091.00
Other Operating	Cost such as outreach, travel, software, indirect cost, etc.	\$ 437,037.00
Equipment	Computer hardware equipment for the program staff.	\$ 12,140.00
TOTAL COSTS		\$ 2,299,908.00
GRAND TOTAL		\$ 2,299,908.00

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.

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- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the re-distribution cannot be considered as authorized.
- c) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

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EXHIBIT G

SUBROGATION AND ASSIGNMENT PROVISIONS

BORINCANA FOUNDATION, INC.

Small Business Incubator and Accelerator Program


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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 Incubator and Accelerator 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. 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


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

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

5. Miscellaneous.

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


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

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AMENDMENT A_CONTRACT NO. 2022-DR0093

Final Audit Report

2022-06-02

Created:	2022-05-26
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxfXTQ4-f6bZNjlebLwHRPYYJZptjwuL

"AMENDMENT A_CONTRACT NO. 2022-DR0093" History

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-  Document emailed to María de L. Blázquez (blazquezmalu@gmail.com) for signature
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-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
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