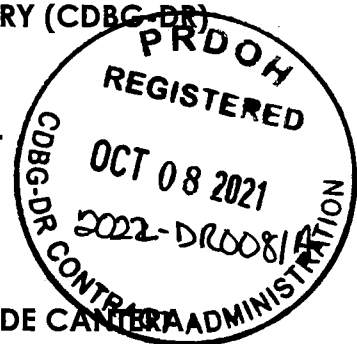




**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
HOMEBUYER ASSISTANCE PROGRAM**

**AMENDMENT A TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE**

COMPAÑÍA PARA EL DESAROLLO INTEGRAL DE LA PENÍNSULA DE CANTERA



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This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT B**") is entered into this 7 day of October, 2021, 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, Hon. William O. Rodríguez Rodríguez, Esq., of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **COMPAÑÍA PARA EL DESAROLLO INTEGRAL DE LA PENÍNSULA DE CANTERA** (hereinafter, the "Subrecipient"), with principal offices at Constitución Street Final Sector Bravos de Boston, San Juan, Puerto Rico Rico, 00916, represented herein by its Executive Director, Alejandra Ramos Carmenatty, of legal age, single, and resident of San Juan, Puerto Rico, collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 3, 2021, the PRDOH and the Subrecipient entered into an Subrecipient Agreement for the Workforce Training Program (hereinafter, "WFT") in connection with the CDBG-DR Program, registered as Contract Number 2022-DR0081 (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 modify the AGREEMENT, specifically Article II. ATTACHMENTS to include **Exhibit B: "Timelines and Performance Goals"**. (See **Attachment I** of this Amendment A).

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 it is rather a modification and amendment of certain terms of the AGREEMENT, including any modified Exhibits.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth in the AGREEMENT, the PRDOH and the CONTRACTOR agree to execute this AMENDMENT B subject to the following:

TERMS AND CONDITIONS

II. SAVINGS CLAUSES

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms and conditions under the AGREEMENT, including any modified

Exhibits. All provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT A.

III. ATTACHMENT

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms under the AGREEMENT. All other provisions of the AGREEMENT, its AMENDMENT A and Exhibits shall continue to be in full force and effect.

IV. SCOPE OF AMENDMENT

The Parties have agreed to enter into this AMENDMENT A with the purpose of modifying certain sections of the existing AGREEMENT, specifically to include **Exhibit B: Timelines and Performance Goals**.

V. AMENDMENTS

- A. The Parties agree to amend **Article II. ATTACHMENTS** to include **Exhibit B: "Timelines and Performance Goals"**. (See **Attachment I** of this Amendment A).

VI. SEVERABILITY

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

VII. 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.

VIII. 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 B and any subsequent amendment hereto. The services object of this AMENDMENT B may not be invoiced or paid until this AMENDMENT B 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.

IX. 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.

X. 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 CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.


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XI. 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.

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

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PUERTO RICO DEPARTMENT OF HOUSING

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William O. Rodríguez Rodríguez
By: William O. Rodríguez Rodríguez (Oct 7, 2021 18:10 EDT)
Name: William O. Rodríguez Rodríguez, Esq.
Title: Secretary

PUERTO RICO HOUSING FINANCE AUTHORITY, CDBG-DR Subrecipient

Alejandra Ramos
By: _____
Name: Alejandra Ramos Carmenatty
Title: Executive Director



EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

WORKFORCE TRAINING PROGRAM

COMPAÑÍA PARA EL DESAROLLO INTEGRAL DE LA PENÍNSULA DE CANTERA

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1. PROGRAM OBJECTIVE:

The Workforce Training Program (**WFT** or **Program**) has the goal of training a labor force to meet the needs of the reconstruction and to build the skill capacity necessary to push Puerto Rico into the economy of the future. WFT will boost economic development and create jobs by investing Community Development Block Grant- Disaster Recovery (**CDBG-DR**) funds into resources that enable skills development through education, technical assistance, and mentorship.

2. TERMS:

- **Key Deliverable** – The major objectives the Program wants to achieve.
- **Key Activity** – The activities necessary to carry out the Key Deliverables.
- **Indicator** – The quantitative method used to demonstrate that the Key Activities have been performed.
- **Source of Verification** – The documentation used to verify that the Indicators have been met, and thus the activities are complete.
- **Target** – The goal for each of the Indicators.
- **Timeline** – The expected completion date or timeframe.

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Key Deliverable #1	Key Activity	Indicator	Source of Verification	Target	Timeline
		# of outreach materials produced		13 outreach materials produced	Activity happens on Year #1: Months 1, 6, and 12 Year #2: Month 18 and 24 Year #3: Month 30 and 36 Year #4: Month 42 and 48.
	1.2 Engage potential students to sign up for the program	# of applications received during the application period	Subrecipient Monthly Report - include applications received, enrollment certificate, admission letters as agreed with the Program.	750 applications received (for five years) Total 1 st year: 150 Total 2 nd year: 150 Total 3 rd year: 150 Total 4 th year: 150	Activity happens on Year #1: Months 1, 7 Year #2: Month 13, 18 Year #3: Month 19, 25 Year #4: Month 31, 37, 43
		# students begin the program		600 students (in five years) that begin the program Total 1 st year: 120 Total 2 nd year: 120 Total 3 rd year: 120 Total 4 th year: 120	Activity happens on Year #1: 1, 7 Year #2: 13, 19 Year #3: 25, 31 Year #4: 37, 43

Key Deliverable #1	Key Activity	Indicator	Source of Verification	Target	Timeline
	1.3 Completion of Workforce Training program(s)	% of students enrolled who complete the program	Aggregated reporting of student progress and completion.	80% (560 students for five years) of the students will complete program Total 1 st year: 80 Total 2 nd year: 120 Total 3 rd year: 120 Total 4 th year: 120	Activity happens on Year #1: 6, 12 Year #2: 18, 24 Year #3: 30, 36 Year #4: 42, 48
		# of students who find work within X months of completing the program	Program reporting of job placement.	50% (280 students for five years) students finding work upon completion	Compiled within 6 months upon Program completion.

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3.1.1 KEY ACTIVITY: OUTREACH EFFORTS TO SOCIALIZE THE PROGRAM

This activity should capture all outreach efforts to socialize the program and should include all pertinent information to inform the public about the program, what is being offered, what the requirements are, and how to apply. This task is expected to be recurring throughout the life of the SRA, based on the program's training schedule or calendar. The outreach efforts to socialize the program are initiated when marketing or outreach materials, events, or activities are produced and disseminated to the public. The task is considered complete when the marketing and outreach materials, events, or activities have been adequately responded to.

- Report the number of outreach activities in the defined outreach and marketing period.
- Report the number of individuals that are anticipated to be reached and that are actually reached.

- Report the number of materials produced¹ and provide final copies of any materials created.

Progress made towards these activities should be included in the monthly reporting to PRDOH that is required of the subrecipient.

3.1.2 KEY ACTIVITY: ENGAGE STUDENTS AND POTENTIAL STUDENTS TO SIGN UP FOR THE PROGRAM

This activity should capture any engagement with students and potential students who sign up for the program and should include all pertinent information from program applicants. This task is expected to be recurring throughout the life of the SRA based on the program's training schedule or calendar. The task is considered complete when all applications that have been received and all accepted applicants begin their participation in the program.

- Report the number of applications received during the application period.
- Report the number students that begin the program.

Progress made towards these activities should be included in the monthly reporting to PRDOH that is required of the program participant.

3.1.3 KEY ACTIVITY: COMPLETION OF WORKFORCE TRAINING PROGRAM

This activity should capture information as it relates to the completion of the Workforce Training Program by accepted students. This task is expected to be recurring throughout the life of the SRA based on the program's training schedule or calendar. The task is considered complete when the percentage of students who complete the program and the number of students who find work within a specified time are reported to PRDOH.

- Report the percentage of students enrolled who complete the program.
- Report the number of students who find work within 12 months of completing the program.²

Progress made towards these activities should be included in the monthly reporting to PRDOH that is required of the subrecipient.

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¹ Outreach materials must be approved or follow guidelines provided by the Program (and PRDOH Communications team) prior to publication.

² Subrecipients use individual outreach to workforce training participants and self-reporting from workforce training participants to capture this information.

Key Deliverable #1	Performance Month																	
Key Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1.1 Outreach efforts to socialize the program	X					X						X						X
1.2 Engage potential students to sign up for the program	X						X						X					X
1.3 Completion of Workforce Training program(s)						X						X						X

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Key Deliverable #1	Performance Month																	
Key Activity	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
1.1 Outreach efforts to socialize the program						X						X						X
1.2 Engage potential students to sign up for the program	X						X						X					
1.3 Completion of Workforce Training program(s)						X						X						X

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Key Deliverable #1	Performance Month											
Key Activity	37	38	39	40	41	42	43	44	45	46	47	48
1.1 Outreach efforts to socialize the program						X						X
1.2 Engage potential students to sign up for the program	X						X					
1.3 Completion of Workforce Training program(s)						X						X

END OF DOCUMENT









CDIPC - WFT - AMENDMENT A - SRA

Final Audit Report

2021-10-07

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