



AMENDMENT A

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

AMENDMENT A TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND THE MUNICIPIO DE BAYAMÓN



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT A**") is entered into this 21 day of July, 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 of June 10, 1972, as amended, known as the "Department of Housing Organic Act" (hereinafter, the "**Organic Act**"), with principal offices at 606 Barbosa Avenue, 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 **MUNICIPIO DE BAYAMÓN**, (hereinafter, the "**SUBRECIPIENT**"), an autonomous municipality with principal offices at Bayamón, Puerto Rico, represented herein by its Mayor, Hon. Ramón Luis Rivera Cruz, of legal age, married, and resident of Bayamón, Puerto Rico; collectively the "Parties".

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on May 14, 2021, the Parties entered into a Subrecipient Agreement under the Small Business Incubators and Accelerators (**SBIA**) Program, Contract No. 2021-DR0207, for **two million three hundred fifty-three thousand six hundred ninety-eight dollars and zero cents (\$2,353,698.00)**, with a four (4) years period of performance ending on May 13, 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 the legal power and authority, in accordance with its enabling statute, the "Puerto Rico Municipal Code", Act No. 107 of August 14, 2020, authorizing the **SUBRECIPIENT** to enter into this **AMENDMENT A**.

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:

TERMS AND CONDITIONS

II. ATTACHMENTS

The information included in this AMENDMENT A serves the purpose of modifying and amending **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) 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 changes to the Key Personnel and a redistribution of the Budget allocated to the SUBRECIPIENT to undertake its activities under the AGREEMENT. Therefore, the Parties agree to amend **Exhibit C** (Key Personnel) to eliminate the 'Program Manager' and 'Grant Manager' positions; and amend **Exhibit D** (Budget) to eliminate the 'Staffing' section, modify the service name of the items in the 'Professional Services' section, and include new 'Program Manager Services' and 'Grant Manager Services' in the 'Professional Services' section. By implementing these changes, the difference has been re-distributed within the previous approved line items without exceeding the awarded amount.

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. (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. **Exhibit D** (Budget) modified eliminates the 'Staffing' section, modifies the service name of the items in the 'Professional Services' section, and includes new 'Program Manager Services' and 'Grant Manager Services' in the 'Professional Services' section. (See **Attachment II** of this AMENDMENT A).
- C. 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 Number with the following UEI:
- Municipio de Bayamón**
Unique Entity ID: E7DABCQ6GDH3
- D. The Parties agree to include PRDOH's UEI as part of the AGREEMENT, as amended:
- PRDOH**
Unique Entity ID: FFNMUBT6WCM1

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.

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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.

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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.

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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 (Jul 21, 2022 17:23 EDT)
Name: Hon. William O. Rodríguez Rodríguez, Esq.
Title: Secretary

MUNICIPIO DE BAYAMÓN SUBRECIPIENT

Ramón Luis Rivera Cruz
By: Ramón Luis Rivera Cruz (Jul 21, 2022 14:19 EDT)
Name: Hon. Ramón Luis Rivera Cruz
Title: Mayor



EXHIBIT C

KEY PERSONNEL

SMALL BUSINESS INCUBATORS AND ACCELERATORS
PROGRAM

MUNICIPIO DE BAYAMÓN

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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**.

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I. Personnel Breakdown

Roles	FE Count

II. Roles Description:

Role	Description

Notes: N/A



EXHIBIT D – SECTION 1

BUDGET

SMALL BUSINESS INCUBATORS AND ACCELERATORS

MUNICIPIO DE BAYAMÓN

DESCRIPTION SERVICES

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The Municipality of Bayamón will be responsible for the implementation of a hybrid incubation and acceleration model, implementing a joint workspace with a flexible and varied architectural design, so that entrepreneurs stimulate their intellect and creativity. The business development model that the Municipality of Bayamón will employ begins with the establishment of collaborations between private enterprise, recognized academic programs, and large established companies. These alliances provide direction, focus and collaboration, with an educational approach, which defines how the company's product or service will be researched, taught, developed and, finally, commercialized.

The programs proposed have a variety of accessible curricula, capable of adapting to the needs of each company, focused on incubation and acceleration, implementing the use of emerging technologies to design a resilient and sustainable business structure. At the end of each program, the main objective is to apply a final and viable product in the local community, where we can measure its efficiency and allow the product to move faster through the capital acquisition and commercialization funnel.

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PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Online Platform Design	Team to design and create the online registration form and the online platform where participants can access their curriculums, amongst other information and services for the program.	\$ 50,000.00
Outreach Services	Team to perform execution of outreach plan, flyers, brochures, social media boosts, among others for the program.	\$ 70,000.00
Lecturer Services	Personnel contracted for public speaking events at the facilities for the program.	\$ 75,000.00
Program Manager Services	Responsible for the management of the program, operations and execution of all activities directed to the development of the participating small business.	\$ 720,000.00
Grant Manager Services	Responsible for managing efforts made with federal funds, ensuring compliance with federal funds regulations and prepare financial reports among others.	\$ 150,000.00
Mentorship Services	Expert personnel to give mentorship, workshops, and individualized technical assistance to the participants of the program.	\$ 275,000.00
Total Budget for Services to be Contracted:		\$ 1,340,000.00

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OTHER OPERATING

Item Name	Item Description	Budget
Didactic Materials	Resources used to support and/or facilitate the teaching-learning process for the participants of the program.	\$ 3,500.00
Utilities	Utilities such as but not limited to water, electricity, maintenance, and internet for the exclusive area of the SBIA program.	\$ 200,000.00
Total Expenses Budget:		\$ 203,500.00

EQUIPMENT

Item Name	Item Description	Budget
Laboratory Equipment	Instruments such as but not limited to vertical farming research, R&D tables and equipment, lightning equipment, among others for the program.	\$ 310,000.00
Audiovisual Equipment	Audiovisual equipment required for the program implementation and development.	\$ 1,500.00
Office Furniture	Furniture for the program such as but not limited to seats, tables and armchairs for the areas in which we will conduct the incubation and acceleration programs. These may be but not limited to common areas, welcoming stations, coworking spaces and private office spaces.	\$ 72,646.00
Total Expenses Budget:		\$ 384,146.00

CONSTRUCTION

Item Name	Item Description	Budget
Construction Costs	Expansion of new laboratory spaces for the incubation and acceleration of small businesses, as well as research and development of new technologies for sustainable and resilient agriculture techniques.	\$ 426,052.00
Total Expenses Budget:		\$ 426,052.00

Budget Summary

PROJECT		
Construction	Construction of laboratory spaces for the program.	\$ 426,052.00
TOTAL COSTS		\$ 426,052.00
PROJECT ACTIVITY DELIVERY COSTS		
Professional Services	Required services for the implementation and development of the program.	\$ 1,340,000.00
Other Operating	Cost related to utilities and materials for the program	\$ 203,500.00
Equipment	Required equipment of the laboratories for the program.	\$ 384,146.00
TOTAL COSTS		\$ 1,927,646.00
GRAND TOTAL		\$ 2,353,698.00

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Budget Re-distribution

- a) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown above without exceeding the Total Authorized Budget.
- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the re-distribution cannot be considered as authorized.
- 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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



AMENDMENT A_CONTRACT NO. 2021-DR0207

Final Audit Report

2022-07-21

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-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O Rodríguez Rodríguez
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