



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

AMENDMENT C TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
MUNICIPALITY OF YABUCOA
Contract No. 2021-DR0214
Amendment No. 2021-DR0214C



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This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT (AMENDMENT C)** is entered into this 12 day of December 2024, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (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**" (**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 Guaynabo, Puerto Rico; and the **Municipality of Yabucoa (Subrecipient)**, a local government legal entity, with principal offices at Yabucoa Puerto Rico, represented herein by its Mayor, Rafael Surillo Ruíz of legal age, single, and resident of Yabucoa, Puerto Rico; duly authorized to represent the Municipality by the provisions of the Puerto Rico Municipal Code, Law No. 107 of August 14, 2020, collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on May 17, 2021, the PRDOH and the Subrecipient executed a Memorandum of Understanding, registered as Contract Number **2021-DR0214 (Agreement)**, for **ONE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND NINETY-FOUR CENTS (\$123,159.94)** to provide the Subrecipient with the capacity to successfully assume the delegated functions, including recruiting resources that will be in charge of carrying out administrative tasks related to programmatic compliance efforts. The Parties agreed on a performance period of **twenty-four (24) months** from the day of the execution of the Agreement, ending on **May 16, 2023**.

WHEREAS, on March 16, 2023, the Parties agreed to amend the Agreement through Amendment A, registered as Contract Number **2021-DR0214A**, to extend the term for an additional **twelve (12) months**, ending on **May 16, 2024**, and to clarify that the Agreement that was executed between them should have been named Subrecipient Agreement instead of Memorandum of Understanding. Modifications to **Section III. GENERAL AWARD INFORMATION** table, **Section IV. ATTACHMENTS**, **Section VII. EFFECTIVE DATE AND THE TERM**, **Section XII. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS, AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, and **Section XIII. CDBG-DR POLICIES AND PROCEDURES**, were included. Also, **Section XXXV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**, and **Section XXXVI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** were added to the Agreement. Furthermore, updated version of **Exhibit C** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), and a new **Exhibit D** (Non-Conflict of Interest Certification) were incorporated by reference into the Agreement. All other provisions of the original Agreement, including the total budget amount, remained unaltered.

WHEREAS, on May 15, 2024, the Parties agreed to amend the Agreement through Amendment B, registered as Contract Number **2021-DR0214B**, to extend the term ending on **December 31, 2024**. Modifications to **Section III. GENERAL AWARD INFORMATION**

table, **Section VII. EFFECTIVE DATE AND THE TERM, and Section XVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** were included. Also, **Section XXXVII. PUERTO RICO POLITICAL CAMPAIGN FINANCING OVERSIGHT ACT** was added to the Agreement. Furthermore, updated versions of **Exhibit C** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), and **Exhibit D** (Non-Conflict of Interest Certification) were incorporated by reference into the Agreement. All other provisions of the original Agreement, including the total budget amount, remained unaltered.

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.

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WHEREAS, this **AMENDMENT C** does not 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 enter into this **AMENDMENT C**.

WHEREAS, the Subrecipient has the legal power and authority to enter into this **AMENDMENT C** with the PRDOH, in accordance with Article 1.008(q) of Act No. 107 of August 14, 2020, also known as the "Puerto Rico Municipal Code", 21 LPRA § 7013(q); and by signing this **AMENDMENT C**, the Subrecipient assures the PRDOH that it 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 C** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT C** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as well as modifying or incorporating several exhibits, as established in the following sections B and C of this **AMENDMENT C**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

The Parties acknowledge and agree that this **AMENDMENT C** entails a modification of the **PERIOD OF PERFORMANCE** and **END DATE** of the Agreement. To achieve the Program goals, the Parties acknowledge and agree that it is necessary to amend the **END TERM** of the Agreement to **December 31, 2025**.

Also, modifications and changes to the **GENERAL AWARD INFORMATION** table in **Section III, VII. EFFECTIVE DATE AND TERM, SECTION XV. FORCE MAJEURE, and Section XVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement are being incorporated via this **AMENDMENT C**.

Finally, an updated version of **Exhibit D** (Non-Conflict of Interest Certification) is incorporated by reference into the Agreement. All other provisions of the original Agreement, including the total budget amount, remain unaltered.

C. AMENDMENTS

- a. The Parties agree to amend the **GENERAL AWARD INFORMATION** table in **Section III** of the Agreement as follows:

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CDBG-DR Grantee Federal Award Identification Number:	B-18-DP-72-0001
CDBG-DR Grantee Federal Award Date:	February 21, 2020
Federal Award project description:	See Exhibit A (Scope of Work)
CDBG-DR Grantee Unique Identifier :	Unique Entity ID #: FFMUBT6WCM1
Subrecipient Contact Information:	Rafael Surillo Ruíz Mayor Municipality of Yabucoa PO BOX 97 Yabucoa PR, 00767-0097
Subrecipient Unique Identifier:	Unique Entity ID #: XQQDTYELSJL1
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section VII of the Agreement, as amended. End Date: December 31, 2025
Funds Certification:	Date: May 13, 2021 Authorized Amount: \$123,159.94 Funds Allocation: CDBG-DR "R02M27CR-DOH-LM" CDBD-DG "R02M27CR-DOH-UN" Account Number: 6090-01-000 See Exhibit B for Funds Certification

- b. **Section VII. EFFECTIVE DATE AND TERM** of the Agreement is being amended as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement extends from the date of its execution, ending on **December 31, 2025**.*

*The End of Term shall be the later of: (i) **December 31, 2025**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ have been satisfied or, where no Close-Out Requirements are applicable to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.*

¹ "Close-Out Requirements" means all requirements to be satisfied by each party in order to close-out this Agreement and the CDBG-DR funds provided herein in accordance with applicable Requirements of Law, including the execution and delivery by one or more of the Parties of all close-out agreements or other legal instruments and the taking of any actions by one or more of the Parties in connection with such close-out, in any case as required under applicable Requirements of Law.

c. **Section XV. FORCE MAJEURE** of the Agreement is being amended as follows:

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in the sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unset 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 Contractor or Subrecipient shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

*The Subrecipient shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the nonperformance or delay relates to or arises from the Force Majeure event its anticipated duration and any action taken to minimize its effect. The Contractor or Subrecipient may be entitled to reasonable adjustments in schedule, among other measures, in the foregoing circumstances, If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the Contractor or Subrecipient.*

- d. **Exhibit D** (Non-Conflict of Interest Certification) of the Agreement is being replaced by an updated version. (See **Attachment I**).

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT C** 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 C**.

V. COMPTROLLER REGISTRY

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

VI. 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 concerning the Agreement, as amended.

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VII. 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.

VIII. NON-CONFLICT OF INTEREST CERTIFICATION

The Subrecipient reassurances PRDOH of its willingness to comply with the applicable conflict of interest policies by signing the Non-Conflict of Interest Certification incorporated by reference into the Agreement by this **AMENDMENT C (ATTACHMENT I)**.

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IN WITNESS THEREOF, the Parties hereto execute this **AMENDMENT C** 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 (Dec 12, 2024 14:01 AST)
Name: William O. Rodríguez Rodríguez
Title: Secretary

MUNICIPALITY OF YABUCOA
Subrecipient

Rafael Surillo Ruiz
By: Rafael Surillo Ruiz (Dec 12, 2024 06:30 AST)
Name: Rafael Surillo Ruiz
Title: Mayor



EXHIBIT D

ADMINISTRATIVE FUNDS ASSIGNMENT FOR MUNICIPALITIES

NON-CONFLICT OF INTEREST CERTIFICATION

MUNICIPALITY OF YABUCOA

The Subrecipient certifies that to the best of its knowledge:

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1. No public servant of this executive agency has a pecuniary interest in this agreement, contract, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second of affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Rafael Surillo Ruiz
Rafael Surillo Ruiz (Dec 12, 2024 06:30 AST)

Signature

Date

Rafael Surillo Ruiz

Printed Name

Mayor

Position