



**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 VEGA BAJA**

Contract No. 2021-DR0218

Amendment No. 2021-DR0218C



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This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT (AMENDMENT C)** is entered into this 27 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 LPR § 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 Vega Baja (Subrecipient)**, a local government legal entity, with principal offices at Vega Baja Puerto Rico, represented herein by its Mayor, Marcos Cruz Molina of legal age, married, and resident of Vega Baja, 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-DR0218 (Agreement)**, for **ONE HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED FORTY DOLLARS AND FIFTY-NINE CENTS (\$176,840.59)** 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 May 16, 2023, the Parties agreed to amend the Agreement through Amendment A, registered as Contract Number **2021-DR0218A**, to extend the term for an additional **twelve (12) months**, ending on **May 16, 2024**. The budget of the Agreement was not modified by **Amendment A**. 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 remained unaltered.

**WHEREAS**, on May 6, 2024 the Parties agreed to amend the Agreement through Amendment B, registered as Contract Number **2021-DR0218B**, to extend the term ending on **December 31, 2024**. Modifications to **Section III. GENERAL AWARD INFORMATION** table, **Section VII. EFFECTIVE DATE AND THE TERM**, 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.

**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**, and **VII. EFFECTIVE DATE AND TERM** 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.

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**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.

**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 reassures 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)**.

**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 27, 2024 13:57 AST)

Name: William O. Rodríguez Rodríguez  
Title: Secretary

**MUNICIPALITY OF VEGA BAJA  
Subrecipient**

*Marcos Cruz Molina*  
By: \_\_\_\_\_

Name: Marcos Cruz Molina  
Title: Mayor

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GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## ATTACHMENT I

### EXHIBIT D

### ADMINISTRATIVE FUNDS ASSIGNMENT FOR MUNICIPALITIES NON-CONFLICT OF INTEREST CERTIFICATION MUNICIPALITY OF VEGA BAJA

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The Subrecipient certifies that to the best of its knowledge:

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."

*Marcos Cruz Molina*

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Signature

\_\_\_\_\_  
Date

**Marcos Cruz Molina**

\_\_\_\_\_  
Printed Name

**Mayor**

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Position