



**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 UTUADO  
Contract No. 2021-DR0229  
Amendment No. 2021-DR0229C**



This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT (AMENDMENT C)** is entered into this 23 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 Utuado (Subrecipient)**, a local government legal entity, with principal offices at Utuado Puerto Rico, represented herein by its Mayor, Jorge A. Pérez Heredia, of legal age, married, and resident of Utuado, 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**".

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**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on May 19, 2021, the PRDOH and the Subrecipient executed a Memorandum of Understanding, registered as Contract Number **2021-DR0229 (Agreement)**, for **ONE HUNDRED SIX THOUSAND SIX HUNDRED EIGHTY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$106,683.75)** 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 18, 2023**.

**WHEREAS**, on May 16, 2023, the Parties agreed to amend the Agreement through Amendment A, registered as Contract Number **2021-DR0229A**, to extend the term for an additional **twelve (12) months**, ending on **May 18, 2024**, to provide an additional funding allocation in the amount of **NINETY-THREE THOUSAND SIX HUNDRED DOLLARS (\$93,600.00)**, for a total budget of **TWO HUNDRED THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$200,283.75)**, and to clarify that the Agreement that was executed between them should have been named Subrecipient Agreement instead of Memorandum of Understanding. Furthermore, an 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), and **Exhibit B-I** (Certificate of Funds), 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-DR0229B**, to extend the term ending on **December 31, 2024**, and to provide an additional funding allocation in the amount of **FIFTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$54,800.00)**, for a total budget of **TWO HUNDRED FIFTY-FIVE THOUSAND EIGHTY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$255,083.75)**. Furthermore, updated versions of **Exhibit C** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), **Exhibit D** (Non-Conflict of Interest Certification), and a new **Exhibit B-II** (Certification of Funds), were incorporated

by reference into the Agreement. All other provisions of the original Agreement 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 to increase the contract amount by **FIFTY-FIVE THOUSAND SIXTY-EIGHT DOLLARS (\$55,068.00)**, bringing the total to **THREE HUNDRED TEN THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS AND SEVENTY-FIVE CENTS (\$310,151.75)**. This adjustment is necessary to continue covering costs associated with the administration of CDBG-DR Programs in the Municipality of Utuado.

Furthermore, to achieve the Program goals, the Parties have also agreed to modify the **PERFORMANCE PERIOD** and **END DATE**, to extend the term of the Agreement ending on **December 31, 2025**. Also, modifications and changes to the **GENERAL AWARD INFORMATION** table in **Sections III**, and **VII. EFFECTIVE DATE AND TERM** of the Agreement are being incorporated via this **AMENDMENT C**.

Additionally, a new **Exhibit B-III** (Certification of Funds) and an updated version of **Exhibit D** (Non-Conflict of Interest Certification) are incorporated by reference into the Agreement. Lastly, modifications to **Section II. ATTACHMENTS** are being incorporated to address the introduction of the aforementioned new exhibit into the Agreement. All other provisions of the original Agreement, remain unaltered.

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**C. AMENDMENTS**

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

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 <b>Exhibit A</b> (Scope of Work)
CDBG-DR Grantee Unique Identifier :	Unique Entity ID #: FFMUBT6WCM1
Subrecipient Contact Information:	Jorge A. Pérez Heredia Mayor Municipality of Utuado PO Box 190 Utuado PR, 00641
Subrecipient Unique Identifier:	Unique Entity ID #: PWZANJ7WJZB5
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section VII</b> of the Agreement, as amended. End Date: <b>December 31, 2025</b>
Funds Certification:	Date: May 13, 2021 Authorized Amount: <b>\$106,683.75</b> Funds Allocation: CDBG-DR "R02M27CR-DOH-LM" "R02M27CR-DOH-UN" Account Number: 6090-01-000 See <b>Exhibit B</b> for Funds Certification
	Date: May 11, 2023 Authorized Amount: <b>\$93,600.00</b> Funds Allocation: CDBG-DR "R02A01ADM-DOH-NA" Account Number: 6090-01-000 See <b>Exhibit B-I</b> for Funds Certification
	Date: April 26, 2024 Authorized Amount: <b>\$54,800.00</b> Funds Allocation: CDBG-DR "R02A01ADM-DOH-NA" Account Number: 6090-01-000 See <b>Exhibit B-II</b> for Funds Certification
	Date: December 17, 2024 Authorized Amount: <b>\$55,068.00</b> Funds Allocation: CDBG-DR "r02a01adm-doh-na" Account Number: 6090-01-000 See <b>Exhibit B-III</b> for Funds Certification Total: <b>\$310,151.75</b>

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b. **Section II. ATTACHMENTS** of the Agreement is being amended to incorporate **Exhibit B-III** (Funds Certification) in the list of exhibits that are attached to the Agreement:

The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Certification of Funds
Exhibit B-I	Certification of Funds
Exhibit B-II	Certification of Funds
Exhibit B-III	Certification of Funds
Exhibit C	HUD General Provisions
Exhibit D	Non-Conflict of Interest Certification

[...]

- c. **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 Requirements<sup>1</sup> 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.*

- d. A new **Exhibit B-III** (Certification of Funds) is being incorporated by reference into the Agreement. (See **Attachment I**).
- e. **Exhibit D** (Non-Conflict of Interest Certification) of the Agreement is being replaced by an updated version. (See **Attachment II**).

### 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

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<sup>1</sup> "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.

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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 II)**.

**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**

By: William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Dec 23, 2024 16:17 AST)

Name: William O. Rodríguez Rodríguez  
Title: Secretary

**MUNICIPALITY OF UTUADO  
Subrecipient**

By: Jorge A. Pérez Heredia  
Jorge A. Pérez Heredia (Dec 20, 2024 14:27 AST)

Name: Jorge A. Pérez Heredia  
Title: Mayor

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GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# ATTACHMENT I

**Contract Code:** 2115-c  
**Type:** Change Order A\_V2

**EXHIBIT B-III** Original Registered Code: 2021-DR0229

## CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

**Contracting Of:** Municipality of Utuado  
**Source of Funds:** 14.228 CDBG Funds  
**For:** Amendment C to 2021-DR0229  
**Amount:** \$55,068.00

The breakdown and grant of the certified funds is as follows:

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0001	Admin Municipal	r02a01adm-doh-na	A - Subsidy for Municipalities	6090-01-000	\$55,068.00
					<b>\$55,068.00</b>

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The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties. These funds do not affect the Puerto Rico Department of Housing (PRDOH) operational budget, and are available to be use.

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 12/16/2024  
Electronic Approval  
Budget Manager

Nilda Baez Signed Date - 12/17/2024  
Electronic Approval  
Finance Director

*\*This transaction does not represent an overcharge of the account herein.*



# EXHIBIT D

## ADMINISTRATIVE FUNDS ASSIGNMENT FOR MUNICIPALITIES


### NON-CONFLICT OF INTEREST CERTIFICATION

#### MUNICIPALITY OF UTUADO

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."

  
\_\_\_\_\_  
Jorge A. Pérez Heredia (Dec 20, 2024 14:27 AST)  
Signature

20 de diciembre de 2024  
\_\_\_\_\_  
Date

**Jorge A. Pérez Heredia**  
\_\_\_\_\_  
Printed Name

**Mayor**  
\_\_\_\_\_  
Position