



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 AIBONITO

Contract No. 2021-DR0244

Amendment No. 2021-DR0244C



This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT (AMENDMENT C)** is entered into this 26 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 Aibonito (Subrecipient)**, a local government legal entity, with principal offices at Aibonito, Puerto Rico, represented herein by its Mayor, William Alicea Pérez, of legal age, married, and resident of Aibonito, 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 26, 2021, the PRDOH and the Subrecipient executed a Memorandum of Understanding, registered as Contract Number **2021-DR0244 (Agreement)**, for **EIGHTY-THREE THOUSAND ONE HUNDRED EIGHTY-THREE DOLLARS AND EIGHTY CENTS (\$83,183.80)** 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 26, 2023**.

WHEREAS, on March 17, 2023, the Parties agreed to amend the Agreement through Amendment A, registered as Contract Number **2021-DR0244A** to modify some terms and conditions of the Agreement. Additionally, the term of the Agreement was extended, ending on **May 26, 2024**. **Exhibit C** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) was updated and incorporated into the Agreement. A new **Exhibit D** Non-Conflict of Interest Certification was incorporated by reference into the Agreement. The budget of the Agreement remained the same.

WHEREAS, on May 24, 2024, the Parties agreed to amend the Agreement through Amendment B, registered as Contract Number **2021-DR0244B** to modify some terms and conditions of the Agreement. Additionally, the term of the Agreement was extended, ending on **December 31, 2024**. 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. The budget of the Agreement remained the same.

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:

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II. TERMS AND CONDITIONS

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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, Section 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)** was 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:

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:	Hon. William Alicea Pérez Mayor Municipality of Aibonito P.O. Box 2004 Aibonito, P.R. 00705
Subrecipient Unique Identifier:	Unique Entity ID #: GPNHHP1PVE96
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 18, 2021 Authorized Amount: \$83,183.80 Funds Allocation: CDBG-DR "R02M27CR-DOH-LM" CDBG-DR "R02M27CR-DOH-UN" Account Number: 6090-01-000 See Exhibit B for Funds Certification

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- 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.*

- c. **Exhibit D** (Non-Conflict of Interest Certification) 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**.

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.

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 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)**.

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
Name: William O. Rodríguez Rodríguez
Title: Secretary

**MUNICIPALITY OF AIBONITO
Subrecipient**

By: William Alicea Alcalde Aibonito
Name: William Alicea Pérez
Title: Mayor

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EXHIBIT D

ADMINISTRATIVE FUNDS ASSIGNMENT FOR MUNICIPALITIES

NON-CONFLICT OF INTEREST CERTIFICATION

MUNICIPALITY OF AIBONITO

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."

William Alicea Alcalde Aibonito (Dec 26, 2024 10:28 AST)

Signature

Date

William Alicea Pérez

Printed Name

Mayor

Position

AIBONITO ADM FUNDS AMENDMENT C

Final Audit Report

2024-12-27

Created:	2024-12-10
By:	Mariana Feliciano (mfeliciano@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASrX7Sd7xq5MvHplup3Ni9hQxvOLJl8yX

"AIBONITO ADM FUNDS AMENDMENT C" History

-  Document created by Mariana Feliciano (mfeliciano@vivienda.pr.gov)
2024-12-10 - 2:18:57 PM GMT
-  Document emailed to William Alicea Alcalde Aibonito (aibonitoalcalde@gmail.com) for signature
2024-12-10 - 2:21:16 PM GMT
-  Email viewed by William Alicea Alcalde Aibonito (aibonitoalcalde@gmail.com)
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-  Document e-signed by William Alicea Alcalde Aibonito (aibonitoalcalde@gmail.com)
Signature Date: 2024-12-26 - 2:28:57 PM GMT - Time Source: server
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature
2024-12-26 - 2:28:59 PM GMT
-  Email viewed by w.rodriguez@vivienda.pr.gov
2024-12-26 - 2:31:57 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2024-12-27 - 0:20:46 AM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2024-12-27 - 0:20:48 AM GMT - Time Source: server
-  Agreement completed.
2024-12-27 - 0:20:48 AM GMT



**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
WORKFORCE TRAINING PROGRAM (WFT)**

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**AMENDMENT F TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE**

**PUERTO RICO DEPARTMENT OF HOUSING
AND THE**

**YMCA DE SAN JUAN
(THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN JUAN, INC.)**

Contract No. 2021-DR0147

Amendment No. 2021-DR0147F

This **AMENDMENT F TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT F")** is entered into this 26 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 **YMCA DE SAN JUAN (THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN JUAN, INC.) ("Subrecipient")**, a nonprofit corporation with principal offices at 800 Boulevard Sagrado Corazón, Calle Los Ángeles, Parada 26 ½, San Juan, Puerto Rico, represented herein by its Executive Director, Mabel Román Padró, of legal age, married, and resident of San Juan, Puerto Rico; collectively the **"Parties"**.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on March 30, 2021, the Parties executed a Subrecipient Agreement, registered as Contract Number **2021-DR0147 ("Agreement")**, for **ONE MILLION NINE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$1,999,560.00)**, for the Subrecipient to undertake its activities under the **Workforce Training Program ("Program")**. The Parties agreed on a performance period of **twenty-four (24) months** from the day of the execution of the Agreement, ending on **March 30, 2023**.

WHEREAS, on November 2, 2021, the Parties executed **Amendment A** to the Agreement, Contract Number **2021-DR0147A ("Amendment A")**. **Amendment A** incorporated several modifications to the **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) of the Agreement. A redistribution of funds was performed via **Amendment A**. Said redistribution included a segregation of costs and funds allocated to both the Subrecipient and its Subawardee, Vitrina Solidaria.

WHEREAS, on March 31, 2022, the Parties executed **Amendment B** to the Agreement, Contract Number **2021-DR0147B ("Amendment B")**. **Amendment B** served the purpose of amending **Exhibit D** (Budget), **Exhibit F** (HUD General Provisions), and adding a new **Exhibit H** (Subrogation and Assignment Provisions) to the Agreement. Both the end term and the total authorized budget of the Agreement remained unchanged.

WHEREAS, on March 10, 2023, the Parties executed **Amendment C** to the Agreement, Contract Number **2021-DR0147C ("Amendment C")**. Via **Amendment C**, the Parties acknowledged and agreed to extend the **END TERM** of the Agreement to **August 30, 2023**. Modifications and changes to the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement, **Section II. ATTACHMENTS**, **Section V. EFFECTIVE DATE AND TERM**, **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, and **Section XI. CDBG-DR POLICIES AND PROCEDURES** of the Agreement were incorporated

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via **Amendment C**. Moreover, **Section XXX. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** and **Section XXXI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** were added to the Agreement. Updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performances Goals), **Exhibit D** (Budget), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were incorporated by reference into the Agreement as well. Additionally, a new **Exhibit I** (Non-Conflict of Interest Certification) was incorporated by reference into the Agreement. The total authorized budget of the Agreement remained unchanged.

WHEREAS, on August 30, 2023, the Parties executed **Amendment D** to the Agreement, Contract Number **2021-DR0147D** ("**Amendment D**"). Via **Amendment D**, the Parties acknowledged and agreed to extend the **END TERM** of the Agreement to **June 30, 2024**. Modifications and changes to the **GENERAL AWARD INFORMATION** table in **Section I** and **Section V. EFFECTIVE DATE AND TERM** of the Agreement were incorporated via **Amendment D**. Moreover, **Section XII. FORCE MAJEURE** of the Agreement was modified, while updated versions of **Exhibit B** (Timelines and Performances Goals), **Exhibit C** (Key Personnel), and **Exhibit D** (Budget) were incorporated by reference into the Agreement. The total authorized budget of the Agreement remained unchanged.

WHEREAS, on June 28, 2024, the Parties executed **Amendment E** to the Agreement, Contract Number **2021-DR0147E** ("**Amendment E**"). Via **Amendment E**, the Parties acknowledged and agreed to extend the **END TERM** of the Agreement to **December 31, 2024**. Modifications and changes to the **GENERAL AWARD INFORMATION** table in **Section I** and **Section V. EFFECTIVE DATE AND TERM** of the Agreement were incorporated via this **AMENDMENT E**. Moreover, updated versions of **Section XI. CDBG-DR POLICIES AND PROCEDURES** and **Section XVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** were incorporated by reference into the Agreement. Also, updated versions of **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were incorporated by reference into the Agreement. As stated before, all other provisions of the original Agreement, including the total authorized budget, remain unchanged.

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 F** 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 F**.

WHEREAS, the Subrecipient has duly adopted a Corporate Resolution dated September 20, 2023, authorizing the Subrecipient via its Executive Director, Mabel Román Padró, to enter into this **AMENDMENT F** with the PRDOH, and by signing this **AMENDMENT F**, the Subrecipient assures 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 F** subject to the following:

II. TERMS AND CONDITIONS

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A. SAVINGS CLAUSE

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

B. SCOPE OF THE AMENDMENT

In order to achieve the Program goals and to ensure that all the CDBG-DR funding allocated to the Subrecipient is used to its fullest, the Parties acknowledge and agree that it is necessary to extend the **END TERM** of the Agreement to **June 30, 2025**. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I** and **Section V. EFFECTIVE DATE AND TERM** of the Agreement are being incorporated via this **AMENDMENT F** to accommodate the aforementioned term extension.

Also, updated versions of **Exhibit B** (Timelines and Performances Goals) **Exhibit C** (Key Personnel) and **Exhibit D – Section 1** (Budget) are being incorporated by reference into the Agreement. As stated before, all other provisions of the original Agreement, including the total authorized budget, remain unchanged.

C. AMENDMENTS

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

CDBG-DR Grantee Federal Award Identification Number:	B-17-DM-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2018
CDBG-DR Grantee Unique Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	Mabel Román Padró Executive Director YMCA DE SAN JUAN (THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN JUAN, INC.) P.O. BOX 360590 San Juan, PR 00936-0590
Subrecipient Unique Entity Identifier:	Unique Entity ID #: L5DURUS16L46
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: June 30, 2025

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Funds Certification:	<p>Date: March 5, 2021 Authorized Amount: \$1,999,560.00 Funds Allocation: CDBG-DR "R01E17WTP-EDC-LM " CDBG-DR "R01E17WTP-EDC-UN" Account Number: 6090-01-000 See Exhibit E ("Funds Certification")</p>
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- b. **Section V. 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 **June 30, 2025**.*

*The End of Term shall be the later of: (i) **June 30, 2025**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements² 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.*

[...]

- c. **Exhibit B** (Timelines and Performances Goals) of the Agreement is being replaced by an updated version of **Exhibit B** (Timelines and Performances Goals) hereto incorporated by reference into the Agreement (**Attachment I**), to modify Section 3 "Performance Indicators & Goals" as follows:

- The Key Activity 1.2 under the "Target" column - replace the entire narrative to read as:

"Total of 600 applications received during the life of the SRA." aligned with "# of applications received during the application period" under the Indicator column and, "Total of 290 students that begin the program." aligned with "# of students begin the program" under the Indicator column.

- The Key Activity 1.2 under the "Timeline" column - replace the entire narrative to read as:

"Progressive achievement towards target." aligned with "# of applications received during the application period" under the Indicator column and:

"80 students by the end of 2022

² "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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40 additional students by the end of 2023
100 additional students by the end of 2024
70 additional students on or before May 2025."
aligned with "# students begin the program" under the Indicator
column.

- The Key Activity 1.3 under "Source of verification" column replace the entire narrative to read as "Complete participants profiles in the Participants Information Portal (PIP).".
- The Key Activity 1.3 under the "Target" column replace the entire narrative to read as "At least 220 of enrolled students must complete the program by the end of the SRA.".
- The Key Activity 1.3 under the "Timeline" column replace the entire narrative to read as:

"56 students receiving program certifications by the end of 2022
28 additional students receiving program certifications by the end of
2023;
80 additional students receiving program certifications by the end of
2024;
56 additional students receiving program certifications on or before
May 2025.".

- d. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version of **Exhibit C** (Key Personnel) hereto incorporated by reference into the Agreement (**Attachment II**) to eliminate the following position:

- Administrative Assistant 2

- e. **Exhibit D – Section 1** (Budget) of the Agreement is being replaced by an updated version of **Exhibit D – Section 1** (Budget) hereto incorporated by reference into the Agreement (**Attachment III**) to incorporate the following modifications:

- Staffing section includes: two tables; the first (Table 1.1) consists of the Historical incurred expenses with the proposed changes; and the second one (Table 1.2) only includes the proposed prospective costs as incorporated by **AMENDMENT F**.
- Includes the following narrative before Table 1.1: "Staffing section includes: two tables; the first (Table 1.1) consists of the Historical incurred expenses with the proposed changes and the second one (Table 1.2) only includes the proposed prospective costs of the **AMENDMENT F**."

- o To modify the **Staffing** section as follows:

- Staffing section: Edit the row named "Total Maximum Monthly Cost" to decrease the budget to \$3,360.15.
- Staffing section: Edit the row named "Total Cost per Contract Period:" to increase the budget to \$95,869.53.
- Staffing section: Below the Staffing table 1.2 add the narrative: *Estimated

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amounts may vary depending on the actual need of the Program. Any substantial increase may not be approved if not justified accordingly and approved by PRDOH." and "*** Employees of the Vitrina Solidaria Subawardee with a total allocation of \$54,226.00 of the allocated funds.".

- Administrative Assistant 2: Eliminate this position and therefore the budget assigned to it.
- To modify the **Subaward** section:
 - **Vitrina Solidaria** - The proposed budget decreases from \$1,207,772.00 to \$1,153,546.00.
 - **Total Budget for Services to be Contracted**- The proposed budget decreases from \$1,207,772.00 to \$1,153,546.00.
- To modify the **Professional Services** section:
 - **Human Resources and Legal Services** - The proposed budget decreases from \$45,519.00 to \$39,519.00.
 - **Auditing and Accounting Services** - The proposed budget decreases from \$12,000.00 to \$2,000.00.
 - **General Project Management** - The proposed budget increases from \$195,549.00 to \$217,049.00.
 - **Training Resources** - The proposed budget increases from \$81,470.00 to \$86,470.00.
 - **Total Budget for Services to be Contracted**- The proposed budget increases from \$365,678.00 to \$375,678.00.
- To modify the **Other Operating** section:
 - **Transportation Services** - The proposed budget increases from \$50,619.00 to \$51,920.00.
 - **Rent** - The proposed budget increases from \$164,461.00 to \$170,452.00.
 - **Telecommunications** - The proposed budget decreases from \$11,600.00 to \$214.00.
 - **Maintenance & Repairs** - The proposed budget increases from \$74,907.00 to \$75,036.00.
 - **Materials & Supplies** - The proposed budget decreases from \$16,369.00 to \$8,500.00.
 - **Indirect Costs** - The proposed budget increases from \$46,836.00 to \$51,393.00.
 - **Total Budget for Services to be Contracted** - The proposed budget decreases from \$375,989.00 to \$368,712.00.
- **Equipment** section to include the following new item:
 - **Equipment** - The proposed budget decreases from \$8,113.47 to \$5,754.47.

III. SEVERABILITY

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

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IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this **AMENDMENT F** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT F** and any subsequent amendment thereto. The services object of this **AMENDMENT F** may not be invoiced or paid until this **AMENDMENT F** 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 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 via this **AMENDMENT F. (Attachment IV)**.

[SIGNATURES ON THE FOLLOWING PAGE.]

MRP
MRP

WQRR
WQRR

IN WITNESS THEREOF, the Parties hereto execute this **AMENDMENT F** in the place and on the first date above written.

**PUERTO RICO DEPARTMENT OF HOUSING
CDBG-DR Grantee**

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 6, 2024 20:23 AST)
Name: William O. Rodríguez Rodríguez
Title: Secretary

**YMCA DE SAN JUAN
(THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SAN JUAN, INC.)
Subrecipient**

By: Mabel Román Padró
Mabel Román Padró (Dec 24, 2024 10:00 AST)
Name: Mabel Román Padró
Title: Executive Director