

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
MUNICIPAL RECOVERY PLANNING PROGRAM (MRP)**

**AMENDMENT F TO THE SUBRECIPIENT AGREEMENT**

**BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF UTUADO**

Contract No. 2022-DR0236  
Amendment No. 2022-DR0236F



This **AMENDMENT F TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT F**") is entered into this 15 day of MAY, 2025, 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 L.P.R.A. § 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, Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico; and the **Municipality of Utuado** ("**Subrecipient**"), a Municipality 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; collectively the "**Parties**".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on December 15, 2021, the Parties executed a Subrecipient Agreement, Contract Number **2022-DR0236** ("**Agreement**"), for **FIVE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED ONE DOLLARS (\$517,801.00)** for the Subrecipient to undertake its activities under the **Municipal Recovery Planning Program** ("**Program**"). The Parties agreed on a performance period of **twelve (12) months** from the date of the execution of the Agreement ending on **December 15, 2022**.

**WHEREAS**, on December 14, 2022, the Parties executed an **Amendment A** to the Agreement, Contract Number **2022-DR0236A** ("**Amendment A**"). The **Amendment A** attended modifications to the **GENERAL AWARD INFORMATION** table in **Section I.** of the Agreement, **Section V. EFFECTIVE DATE AND TERM** to extend the **END TERM** to **May 15, 2023**, **Section II. ATTACHMENTS**, **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, and **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**. Moreover, updated versions of **Exhibit D** (Budget) and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were incorporated and a new **Exhibit I** (Non-Conflict of Interest Certification) was added into the Agreement. All other provisions of the original Agreement, including the total budget amount, remained.

**WHEREAS**, on May 8, 2023, the Parties executed an **Amendment B**, Contract Number 2022-DR0236B ("**Amendment B**"). Via **Amendment B**, the **END TERM** of the Agreement was extended to **October 15, 2023**. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I.** of the Agreement and **Section V. EFFECTIVE DATE AND TERM** were incorporated to accommodate the term extension. Moreover, an updated version of **Section XIII. FORCE MAJEURE** and a new **Section XXXII. LIMITATIONS PENDING** were incorporated into the Agreement. **Amendment B** did not affect the **END DATE** nor the overall budget amount of the Agreement.

**WHEREAS**, on October 13, 2023, the Parties executed **Amendment C** to the Agreement, Contract Number **2022-DR0236C** ("**Amendment C**"). Via **Amendment C**, the **END TERM** of the Agreement was extended to **April 15, 2024**. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I.** of the Agreement and **Section V. EFFECTIVE DATE AND TERM** were incorporated to accommodate the term extension. All other provisions of the original Agreement, including the total budget amount, remained unaltered.

**WHEREAS**, on April 11, 2024, the Parties executed **Amendment D** to the Agreement, Contract Number **2022-DR0236D** ("**Amendment D**"). Via **Amendment D**, the **END TERM** of the Agreement was extended to **November 15, 2024**. The **TOTAL AUTHORIZED BUDGET** was increased to five hundred thirty-eight thousand three hundred thirty-one dollars and fifty cents (**\$538,331.50**). Modifications to the **GENERAL AWARD INFORMATION** table in **Section I.** of the Agreement, **Section II. ATTACHMENTS**, **Section V. EFFECTIVE DATE AND TERM**, **Section XII. CDBG-DR POLICIES AND PROCEDURES**, and **Section XVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement were incorporated via this **AMENDMENT D**. Also, **Section XXXIII. PUERTO RICO POLITICAL CAMPAIGN FINANCING OVERSIGHT ACT** was added to the Agreement. Modified versions of **Exhibit D** (Budget) and **Exhibit E-1** (Funds Certification), as well as **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were incorporated by reference into the Agreement. All other provisions of the original Agreement remained unaltered.

**WHEREAS**, on November 13, 2024, the Parties executed **Amendment E** to the Agreement, Contract Number **2022-DR0236E** ("**Amendment E**"). Via **Amendment E**, the **END TERM** of the Agreement was extended to **May 15, 2025**. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I.** of the Agreement and **Section V. EFFECTIVE DATE AND TERM** were incorporated to accommodate the term extension. Also, an updated version of **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) is 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.

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**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 the legal power and authority to enter into this **AMENDMENT F** 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 L.P.R.A. § 7013(q); and by signing this **AMENDMENT F**, the Subrecipient assures the PRDOH that it shall comply with all the requirements described herein.

  
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**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**

### **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**

The goal of the Program is for Municipalities to envision a potential future and develop a plan for recovery and resilience for all populations within their Municipality. In order to achieve the Program goals, the Parties acknowledge and agree that it is necessary to amend and extend the **END TERM** of the Agreement for additional six and half (6 ½) months, until no later than **November 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 to accommodate the aforementioned term extension.

Moreover, updated versions of **Section VIII. NOTICES** and **Section XXVII. RECAPTURE OF FUNDS** of the Agreement are being incorporated. Also, **Section XXXIII. COMPLIANCE WITH ADMINISTRATIVE ORDER NO. OA-HD-25-03 OF PRDOH** is being added by reference into the Agreement via this **AMENDMENT F**. As stated before, all other

  
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provisions of the original Agreement, including the total authorized budget, remain unaltered.

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 Entity Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See <b>Exhibit A</b> ("Scope of Work")
Subrecipient Contact Information:	Jorge A. Pérez Heredia Mayor Municipality of Utuado P.O. Box 190 Utuado, PR 00641 <a href="mailto:Alcaldeutuado2021@gmail.com">Alcaldeutuado2021@gmail.com</a> (787) 664-5095
Subrecipient Unique Identifier:	Unique Entity ID: PWZANJ7WJZB5
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement, as amended. End Date: <b>November 30, 2025</b>
Funds Certification:	Dated: December 14, 2021 Authorized Amount: <b>\$517,801.00</b> Funds Allocation: CDBG-DR"r01p06mrp-doh-na" Account Number: 6090-01-000 <b>See Exhibit E ("Funds Certification")</b> <hr/> Dated: April 9, 2024 Authorized Amount: <b>\$20,530.50</b> Funds Allocation: CDBG-DR"r01p06mrp-doh-na" Account Number: 6090-01-000 <b>See Exhibit E-1 ("Funds Certification")</b>  <b>New total authorized budget: \$538,331.50</b>

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 **November 30, 2025**.*

*The MRP Program will occur as two (2) consecutive components to identify projects and actions necessary for holistic recovery from Hurricanes Irma and Maria: Individual Municipal Planning and Regional Municipal Planning. This Agreement only pertains to Individual Municipal Planning. This Individual Municipal Planning process will have a Pre-Program Activity Period which will last a maximum of six (6) months and will comprise activities depending on the procurement option chosen by the Subrecipient. These activities may include but are not limited to independent procurement, mobilization, staff buildup, and launch. Individual Municipal! planning-specific activities must be submitted to PRDOH within six (6) months of the planning start-date. After the six (6) month Individual Planning Activity period, PRDOH will conduct a final review of the Individual Municipal Plans. Hence, the entire Individual Municipal Planning process will end on **November 30, 2025**. More details may be found in Exhibit A ("Scope of Work") and Exhibit B ("Timelines and Performance Goals").*

*The End of Term shall be the later of (i) **November 30, 2025**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements have been satisfied or, where no Close-Out Requirements apply to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (Hi) such later date as the Parties may agree to in a signed amendment to this Agreement.*

*[...]*

- c. **Section VIII. NOTICES** of the Agreement is being amended as follows:

*[...]*

CDBG-DR Grantee: *Ciary Y. Pérez Peña*  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Avenue  
Juan C. Cordero Building  
Río Piedras, Puerto Rico 00918

Subrecipient                      Jorge A. Pérez Heredia  
   Mayor  
   Municipality of Utuado  
   P.O. Box 190  
   Utuado, Puerto Rico 00641

- d. The Parties agree to modified **Section XXVII. RECAPTURE OF FUNDS** as follows:

*PRDOH may recapture payments it makes to Subrecipient that: (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. Subrecipient must refund such recaptured payments within the term specified by PRDOH via notification, as per CDBG-DR/MIT Program Recapture of Funds Policy. ([Recapture of Funds Policy - CDBG-DR/MIT Recovery Funds](#)).*

- e. The Parties agree to add **Section XXXIII. COMPLIANCE WITH ADMINISTRATIVE ORDER NO. OA-HD-25-03 OF PRDOH** as follows:

*On April 28, 2025, PRDOH issued an Administrative Order No. OA-HD-25-03, to establish public policy regarding the use and management of electronic and digital signatures within PRDOH. Additionally, to recognize electronic and digital signatures in the course of PRDOH's operations.*

*In compliance with OA-HD-25-03, PRDOH validates the consent of the electronic signatories through the incorporation of the following clause:*

***The Parties agree that this document may be signed by electronic means. They further acknowledge that, if signed in this manner, the document shall retain its legal validity and effect with respect to enforceability, consent, applicability, and admissibility.***

**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.

**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 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 via this **AMENDMENT F**. (See **Attachment I** of this **AMENDMENT F**).

**[SIGNATURES ON THE FOLLOWING PAGE.]**



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


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

  
By: Ciary Y. Pérez Peña (May 15, 2025 12:35 EDT)  
Name: **Ciary Y. Pérez Peña**  
Title: Secretary

  
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**MUNICIPALITY OF UTUADO**  
**Subrecipient**

  
By: Jorge A Pérez Heredia (May 13, 2025 09:39 EDT)  
Name: **Jorge A. Pérez Heredia**  
Title: Mayor of Municipality of Utuado





DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

## Attachment I

# NON-CONFLICT OF INTEREST CERTIFICATION

## MUNICIPAL RECOVERY PLANNING (MRP) PROGRAM

### MIUNICIPALITY 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 (May 13, 2025 09:39 EDT)

Signature

Jorge A. Pérez Heredia

Printed Name

13/mayo/2025

Date

Mayor

Position

JA

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CYPP