



DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

AMENDMENT C

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM (WCRP)

AMENDMENT C TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND UNIVERSIDAD DEL SAGRADO CORAZON, INC.

Contract No. 2023-DR0021

Amendment No. 2023-DR0021C



This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT (“AMENDMENT C”)** is entered into this 27 day of June, 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 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, Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico; and **UNIVERSIDAD DEL SAGRADO CORAZON, INC. (“Subrecipient”)**, a nonprofit education corporation with principal offices at Rosales Street San Antonio Corner, San Juan, Puerto Rico, represented herein by its President, Gilberto J. Marxuach Torrós, of legal age, married, and resident of Guaynabo, Puerto Rico; collectively the “**Parties**”.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 28, 2022, the Parties executed a Subrecipient Agreement, registered as Contract Number **2023-DR0021 (“Agreement”)**, for the amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**, for the Subrecipient to undertake its activities under the **Whole Community Resilience Planning Program (“Program”)**. The Parties agreed on a performance period of **twenty (20) months** from the day of the execution of the Agreement, ending on **May 27, 2024**.

Whereas, on March 8, 2024, the Parties executed **Amendment A** to the Agreement, registered as Contract Number **2023-DR0021A (Amendment A)**. This **Amendment A** entailed modifications to **Section II. ATTACHMENTS, Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, Section XII. CDBG-DR POLICIES AND PROCEDURES, Section XIV. FORCE MAJEURE, and Section XIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME OR DISSOLUTIONS** of the Agreement. Also, **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** was added to the Agreement. Additionally, 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 well. Additionally, a new exhibit, **Exhibit J** (Non-Conflict of Interest Certification) was incorporated by

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reference into the Agreement. All other provisions of the original Agreement, including the total authorized budget and the performance period, remained unaltered.

WHEREAS, on March 27, 2024, the Parties executed **Amendment B** to the Agreement, registered as Contract Number 2023-DR0021B (**Amendment B**). Via this **Amendment B**, the Parties agreed to extend the **END TERM** of the Agreement by adding an additional period of **thirteen (13) months**, resulting in a new performance period of **thirty-three (33) months** from the date of the execution of the Agreement, ending on **June 27, 2025**. In addition, modifications to the **GENERAL AWARD INFORMATION** table in **Section I** and **Section V. EFFECTIVE DATE AND TERM** of the Agreement were incorporated via this **Amendment B** to accommodate the aforementioned term extension. All other provisions of the original Agreement, including the total authorized budget, 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 duly adopted a Certificate of Corporate Resolution, dated April 29, 2025, authorizing Gilberto J. Marxuach Torrós to enter into activities such as the execution of this **AMENDMENT C** on behalf of the Subrecipient, and by signing this **AMENDMENT C**, the Subrecipient assures PRDOH that it shall comply with all the requirements described herein.

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 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 AMENDMENT

In order to accomplish the Program goals and to ensure all the CDBG-DR funding allocated to the Subrecipient is used to its fullest, the Parties agreed on the need to amend this Agreement. This **AMENDMENT C** entails a term extension of **six (6) additional months**, so that the Subrecipient can perform pending tasks related to the CRP's, resulting in a new performance period of **thirty-nine (39) months** from the date of the execution of the Agreement, ending on **December 27, 2025**. Modifications to **Section I. RECITALS AND GENERAL AWARD INFORMATION** and **Section V. EFFECTIVE DATE AND TERM** of the Agreement are being incorporated to accommodate the aforementioned term extension.

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In addition, modifications to **Section XXVIII. RECAPTURE OF FUNDS** are being incorporated via this **AMENDMENT C**.

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

C. AMENDMENTS

a. Section I. RECITALS AND GENERAL AWARD INFORMATION of the Agreement is being amended 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 for <u>Scope of Work</u>
Subrecipient Contact Information:	Gilberto J. Marxuach Torrós President P.O. Box 12383 San Juan P.R. 00914-8505 gilberto.marxuach@sagrado.edu 787-728-1515
Subrecipient Unique Identifier:	Unique Entity ID: LFSJVHS7BTQ1
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of this Agreement. End Date: December 27, 2025
Funds Certification:	Dated: August 25, 2022 Authorized Amount: \$200,000.00 Funds Allocation: CDBG-DR "r01p02crp-fpr-na" Account Number: 6090-01-000 See Exhibit E for Funds Certification

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 **December 27, 2025**.*

*The End of Term shall be the later of: **December 27, 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*

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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. Section XXVIII. RECAPTURE OF FUNDS** of the Agreement is being amended 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 which may be found at <https://recuperacion.pr.gov/en/download/recapture-of-funds-policy/> for the English version; or <https://recuperacion.pr.gov/download/politica-de-recaptura-de-fondos/> for the Spanish version.

III. SEVERABILITY

If any provision of this **AMENDMENT C** is held invalid, the remainder of the **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 hereto. 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, pursuant to 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 with respect to 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

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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 C. (Attachment I)**.

IX. COMPLIANCE WITH ADMINISTRATIVE ORDER NO. OA-HD-25-03 OF PRDOH

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.

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

Ciary Y. Pérez Peña
By: Ciary Y. Pérez Peña (Jun 27, 2025 09:30 EDT)

Name: Ciary Y. Pérez Peña

Title: Secretary

UNIVERSIDAD DEL SAGRADO CORAZON, INC.

Subrecipient

Gilberto J. Marxuach Torrós
By: _____

Name: Gilberto J. Marxuach Torrós

Title: President

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DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

Attachment I

NON-CONFLICT OF INTEREST CERTIFICATION

WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM

UNIVERSIDAD DEL SAGRADO CORAZON, INC.

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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 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 by 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."

Signature

June 26, 2025

Date

Gilberto J. Marxuach Torrós

Printed Name

President

Position