

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

AMENDMENT B TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
MUNICIPALITY OF FLORIDA
Contract No. 2023-DR0120
Amendment No. 2023-DR0120B



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This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT (AMENDMENT B)** is entered into this 18 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 Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico, in her capacity as Secretary; and the **MUNICIPALITY OF FLORIDA (Subrecipient)**, a local government legal entity, with principal offices at Florida, Puerto Rico, represented herein by its Mayor, José E. Gerena Polanco, of legal age, married, and resident of Florida, 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 June 21, 2023, the PRDOH and the Subrecipient executed a Subrecipient Agreement, registered as Contract Number **2023-DR0120 (Agreement)**, for **FORTY-NINE THOUSAND FIVE HUNDRED SIX DOLLARS AND NINETY-ONE CENTS (\$49,506.91)** 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 **twelve (12) months** from the day of the execution of the Agreement, ending on **June 21, 2024**.

WHEREAS, on June 14, 2024, the Parties agreed to amend the Agreement through Amendment A, registered as Contract Number **2023-DR0120A**, to extend the term ending on **June 21, 2025**. Modifications to **Section III. GENERAL AWARD INFORMATION** table and **Section VIII. EFFECTIVE DATE AND TERM**, **Section XIV. CDBG-DR POLICIES AND PROCEDURES** and **Section XX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** were included. Also, **Section XXXV. 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 XI (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 B** 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 B**.

WHEREAS, the Subrecipient has the legal power and authority to enter into this **AMENDMENT B** with the PRDOH, in accordance with Article 1.008 of Act No. 107 of August 14, 2020, also known as the "Puerto Rico Municipal Code"; and by signing this **AMENDMENT B**, 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 B** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT B** 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 B**. 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 B** 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 **June 21, 2026**.

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Also, modifications and changes to the **GENERAL AWARD INFORMATION** table in **Section III, Section VIII. EFFECTIVE DATE AND TERM**, and **Section X. NOTICES** of the Agreement are being incorporated via this **AMENDMENT B**.

Finally, an updated version of **Section XXIX. RECAPTURE OF FUNDS** and **Exhibit D** (Non-Conflict of Interest Certification) of the Agreement are being incorporated via this **AMENDMENT B**. 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:	José E. Gerena Polanco Mayor Municipality of Florida P.O. Box 1168 Florida, P.R. 00650
Subrecipient Unique Identifier:	Unique Entity ID #: DUFJHQXKN731
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section VIII of the Agreement, as amended. End Date: June 21, 2026
Funds Certification:	Date: June 6, 2023 Authorized Amount: \$49,506.91 Funds Allocation: CDBG-DR "R02A01ADM-DOH-NA" Account Number: 6090-01-000 See Exhibit B for Funds Certification

- b. **Section VIII. 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 21, 2026**.*

*The End of Term shall be the later of: (i) **June 21, 2026**; (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. **Section X. NOTICES** of the Agreement is being amended as follows:

[...]

CDBG-DR
Grantee:

Ciary Y. Pérez Peña
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

[...]

- d. The Parties agree to modified **Section XXIX. 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. **Exhibit D** (Non-Conflict of Interest Certification) of the Agreement is being replaced by an updated version. (See **Attachment I**).

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.

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

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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 B** in the place and on the date first above written.

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PUERTO RICO DEPARTMENT OF HOUSING
CDBG-DR Grantee

MUNICIPALITY OF FLORIDA
Subrecipient

Ciary Y. Pérez Peña

By: Ciary Y. Pérez Peña (Jun 18, 2025 16:43 EDT)

Name: Ciary Y. Pérez Peña

Title: Secretary

Jose E Gerena Polanco

By: Jose E Gerena Polanco (Jun 18, 2025 14:54 EDT)

Name: José E. Gerena Polanco

Title: Mayor

ADMINISTRATIVE FUNDS ASSIGNMENT FOR MUNICIPALITIES
NON-CONFLICT OF INTEREST CERTIFICATION
MUNICIPALITY OF FLORIDA

The Subrecipient certifies that:

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1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, 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."

Jose E Gerena Polanco

Jose E Gerena Polanco (Jun 18, 2025 14:54 EDT)

Signature

Date

José E. Gerena Polanco

Printed Name

Mayor

Position