

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

AMENDMENT A TO THE SUBRECIPIENT AGREEMENT

**BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
MUNICIPALITY OF CABO ROJO**
Contract No. 2025-DR0013
Amendment No. 2025-DR0013A



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT A**") is entered into this 11 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 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, Hon. Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico; and **Municipality of Cabo Rojo** ("**Subrecipient**"), a local government entity, with principal offices at Cabo Rojo, Puerto Rico, represented herein by its Mayor, Jorge A. Morales Wiscovitch, of legal age, single, and resident of Cabo Rojo, Puerto Rico ; collectively the "**Parties**".

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 15, 2024, the Parties executed a Subrecipient Agreement, Contract Number **2025-DR0013** ("**Agreement**"), for **THREE HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$354,800.00)** for the Subrecipient to undertake its activities under the **Municipality Recovery Planning Program** ("**Program**"). The Parties agreed on a performance period of **ten (10) months** from the date of the execution of the Agreement ending on **June 15, 2025**.

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 A** 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 A**.

WHEREAS, the Subrecipient has the legal power and authority to enter into this Amendment 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, 21 L.P.R.A. § 7013; and by signing this Amendment, 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 A** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT A** 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 A**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

Through the MRP Program, PRDOH aims to address municipal needs in the Disaster Impacted Areas (**DIA**) from the Hurricanes. The program, also, allows 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 extend the Agreement performance period for an additional period of **six (6) months**, ending on **December 15, 2025**, in order to continue with the efforts to complete the Planning Phase.

In addition, modifications to the **GENERAL AWARD INFORMATION** table in **Section I., Section V. EFFECTIVE DATE AND TERM, Section VIII. NOTICES, and Section XXVIII. RECAPTURE OF FUNDS**, of the Agreement are being incorporated via this **AMENDMENT A**.

As stated before, all other 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

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CDBG-DR Grantee Unique Entity Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	Jorge A. Morales Wiscovitch Mayor Municipality of Cabo Rojo PO Box 1308 Cabo Rojo, PR 00623
Subrecipient Unique Identifier:	Unique Entity ID #: KA9LDL12EG11
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement, as amended. End Date: December 15, 2025
Funds Certification:	Dated: July 10, 2024 Authorized Amount: \$354,800.00 Funds Allocation: CDBG-DR "r01p02crp-fpr-na" Account Number: 6090-01-000 See Exhibit E ("Funds Certification")

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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 **December 15, 2025**.*

*The End of Term shall be the later of: (i) **December 15, 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.*

[...]

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.

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

[...]

To: PRDOH Hon. Ciary Y. Pérez Peña
 Secretary
 Puerto Rico Department of Housing
 606 Barbosa Ave.
 Juan C. Cordero Davila Bldg.
 San Juan, Puerto Rico 00918

[...]

d. **Section XXVII. 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 SRA, 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 A** is held invalid, the remainder of **AMENDMENT A** shall not be affected thereby, and all other parts of this **AMENDMENT A** shall nevertheless be in full force and effect.

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

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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 A (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.

[SIGNATURES ON THE FOLLOWING PAGE]

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

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

By: *Ciary Y. Pérez Peña*
Ciary Y. Pérez Peña (Jun 11, 2025 14:29 EDT)

Name: **Ciary Y. Pérez Peña**

Title: Secretary

**MUNICIPALITY OF CABO ROJO
Subrecipient**

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By: *Jorge A. Morales Wiscovitch*

Name: **Jorge A. Morales Wiscovitch**

Title: Mayor



NON-CONFLICT OF INTEREST CERTIFICATION
MUNICIPALITY RECOVERY PLANNING PROGRAM
MUNICIPALITY OF CABO ROJO

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 kind of 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."

Signature

6/9/2025

Date

Jorge A. Morales Wiscovitch

Printed Name

Mayor

Position

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