

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 COMERÍO

Contract No. 2022-DR0063

Amendment No. 2022-DR0063C



This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT (AMENDMENT C)** is entered into this 11 day of July, 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 COMERÍO (Subrecipient)**, a local government legal entity, with principal offices at Comerío, Puerto Rico, represented herein by its Mayor, Irvin Rivera González, of legal age, single, and resident of Comerío, 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”**.

Ciary Y. Pérez Peña
IRIVERA

I. RECITALS AND GENERAL AWARD INFORMATION


WHEREAS, on July 21, 2021, the PRDOH and the Subrecipient executed a Subrecipient Agreement, registered as Contract Number **2022-DR0063 (Agreement)**, for **SEVENTY-EIGHT THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS AND SIXTY-ONE CENTS (\$78,135.61)** 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 **July 21, 2023**.


WHEREAS, on July 21, 2023, the Parties agreed to amend the Agreement through Amendment A, registered as Contract Number **2022-DR0063A**, to extend the term for an additional **twelve (12) months**, ending on **July 21, 2024** and to clarify that the Agreement that was executed between them should have been named Subrecipient Agreement instead of Memorandum of Understanding. The budget of the Agreement was not modified by **Amendment A**. Modifications and changes to the **GENERAL AWARD INFORMATION** table in **Section III** of the Agreement, **Section IV. ATTACHMENTS, Section VII. EFFECTIVE DATE AND THE TERM, Section XII. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS, AND THE TERMS AND CONDITIONS OF THE**

FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, and Section XIII. CDBG-DR POLICIES AND PROCEDURES were included. Also, **Section XXXV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION and Section XXXVI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** were added to the Agreement. Updated versions of **Exhibit C** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) and a new **Exhibit D** (Non-Conflict of Interest Certification) were incorporated by reference into the Agreement.

WHEREAS, on June 14, 2024, the Parties agreed to amend the Agreement through Amendment B, registered as Contract Number **2022-DR0063B**, to extend the term for an additional **twelve (12) months**, ending on **July 21, 2025**. Also, Amendment B updated several sections of the Agreement to align with current federal and state regulations, incorporate new compliance requirements, and include updated exhibits. All other terms, including the total budget, remained unchanged.

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 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 of Act No. 107 of August 14, 2020, also known as the "Puerto Rico Municipal Code"; 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:

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 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 **July 21, 2026**.

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 C**.

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 C**. All other provisions of the original Agreement, including the total budget amount, remain unaltered.

C. AMENDMENTS

Original

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

CYPP

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 #: FFMUBT6WCMI
Subrecipient Contact Information:	Irvin Rivera González Mayor Municipality of Comerio P.O. Box 1108 Comerio, P.R. 00782-1108
Subrecipient Unique Identifier:	Unique Entity ID #: GGFHBRHGYV13
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section VIII of the Agreement, as amended. End Date: July 21, 2026

Funds Certification:	Date: June 6, 2023 Authorized Amount: \$78,135.61 Funds Allocation: CDBG-DR "R02A01ADM-DOH-NA" Account Number: 6090-01-000 See Exhibit B for Funds Certification
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- 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 **July 21, 2026**.*

*The End of Term shall be the later of: (i) **July 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.*

[Handwritten signature]

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

[Handwritten signature]

[...]

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

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.

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**).


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**.

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)**.

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**

**MUNICIPALITY OF COMERÍO
Subrecipient**

By:  _____

Name: Ciary Y. Pérez Peña

Title: Secretary

By:  _____

Name: Irvin Rivera González

Title: Mayor



EXHIBIT D

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

The Subrecipient certifies that:

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."

Signature

7/11/2025

Date

Irvin Rivera González

Printed Name

Mayor

Position

Handwritten initials: CRG and CYP