



DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

AMENDMENT D

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

**AMENDMENT D TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY**

Contract No. 2023-DR0075

Amendment No. 2023-DR0075D



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This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT (AMENDMENT D)** is entered into this 21 day of August, 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, Hon. Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico; and the **INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY (Subrecipient)**, a nonprofit corporation, with principal offices at 1519 Ponce de León Ave. Suite 1013, San Juan, Puerto Rico, represented herein by its Director, Agnes Crespo Quintana, of legal age, married, and resident of San Juan, Puerto Rico, collectively the “**Parties**”.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on January 23, 2023, the Parties executed a Subrecipient Agreement, Contract Number **2023-DR0075 (Agreement)**, for **ONE MILLION NINE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED FIFTY-ONE DOLLARS (\$1,999,551.00)** 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 date of the execution of the Agreement ending on **September 23, 2025**.

WHEREAS, on December 22, 2023, the Parties executed **Amendment A** to the Agreement, Contract Number **2023-DR0075A (Amendment A)**. Via **Amendment A, Section V. EFFECTIVE DATE AND TERM** was modified to correct the end term of the Agreement to **September 23, 2024**. Also, updated versions of **Section XII. CDBG-DR POLICIES AND PROCEDURES** and **Section XIV. FORCE MAJEURE** were incorporated by reference into the Agreement. Furthermore, the parties agreed to modify **Exhibit C** (Key Personnel), **Exhibit D** (Budget), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements). All other provisions, including the total authorized budget, remained unaltered.

WHEREAS, on August 15, 2024, the Parties executed **Amendment B** to the Agreement, Contract Number **2023-DR0075B (Amendment B)**. Via **Amendment B**, the **END TERM** of the Agreement was extended to **August 23, 2025**. Moreover, the total authorized budget was increased to **TWO MILLION DOLLARS (\$2,000,000.00)**. Also, updated versions of **Section I. GENERAL AWARD INFORMATION, Section V. EFFECTIVE DATE AND TERM, Section XII. CDBG-DR POLICIES AND PROCEDURES** and **Section XIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** were incorporated into the Agreement. Furthermore, modified 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. Finally, a new **Exhibit E-1** (Funds Certification) was added to the Agreement.

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WHEREAS, on October 29, 2024, the Parties executed **Amendment C** to the Agreement, Contract Number **2023-DR0075C (Amendment C)**. Via **Amendment C**, modified versions of **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) were incorporated by reference into the Agreement. All other provisions, including the end date and 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 D** 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 D**.

WHEREAS, the Subrecipient duly adopted the Delegation of Authority and Limited Power of Attorney dated June 6, 2024, authorizing the Subrecipient, via its Authorized Representative, Agnes Crespo Quintana, to enter into this **AMENDMENT D** with the PRDOH, and by signing this **AMENDMENT D**, the Subrecipient assures PRDOH that Subrecipient 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 D** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT D** 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 D**. 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 to pursue the active and direct participation of communities in the development of their own Community Resilience Plans (**CRPs**). The Program will also provide community and public resilience tools to support long-term recovery planning processes. In order to achieve the Program goals, the Parties acknowledge and agree that it is necessary to extend the **END TERM** of the Agreement to **October 31, 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. Also, **Section VIII. NOTICES**, and **Section XXVIII. RECAPTURE OF FUNDS** of the Agreement are being modified.

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

A. 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 Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See Exhibit A for <u>Scope of Work</u>
Subrecipient Contact Information:	Agnes Crespo Quintana Regional Director Institute for Building Technology and Safety 1519 Ponce de León Ave. Suite 1013 San Juan, P.R. 00907
Subrecipient Unique Identifier:	Unique Entity ID: K41DJJ7H5X15

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Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of this Agreement. End Date: October 31, 2025
Funds Certification:	Dated: January 10, 2023 Authorized Amount: \$1,999,551.00 Funds Allocation: CDBG-DR "R01P02CRP-FPR-NA" Account Number: 6090-01-000 See Exhibit E for <u>Funds Certification</u> <hr/> Dated: July 18, 2024 Authorized Amount: \$449.00 Total Budget: \$2,000,000.00 Funds Allocation: CDBG-DR "R01P02CRP-FPR-NA" Account Number: 6090-01-000 See Exhibit E-I for <u>Funds Certification</u>

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 to **October 31, 2025.***

*The End of Term shall be the later of: (i) **October 31, 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 Requirements¹ 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 VIII. NOTICES** of the Agreement is being amended as follows:

	Ciary Y. Pérez Peña
	Secretary
DBG-DR Grantee:	Puerto Rico Department of Housing 606 Barbosa Avenue

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 deliver/ 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.

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Juan C. Cordero Building
Río Piedras, Puerto Rico 00918

- d. **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. ([Recapture of Funds Policy - CDBG-DR/MIT Recovery Funds](#)).

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

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

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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.]

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

PUERTO RICO DEPARTMENT OF HOUSING

CDBG-DR Grantee

By: 

Name: Ciary Y. Pérez Peña

Title: Secretary

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INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

Subrecipient

By: 

Name: Agnes Crespo Quintana

Title: Regional Director



DEPARTMENT OF

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ATTACHMENT I

NON-CONFLICT OF INTEREST CERTIFICATION ECONOMIC DEVELOPMENT INVESTMENT PORTFOLIO FOR WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

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."

Agnes Crespo Quintana

Signature

8/20/2025

Date

Agnes Crespo Quintana

Printed Name

Regional Director

Position

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