



DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

# AMENDMENT A

## COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) NON-FEDERAL MATCH PROGRAM (NFMP)

### AMENDMENT A TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND COMUNIDAD DOÑA MAYO, INC.

Contract No. 2024-DR0057  
Amendment No. 2024-DR0057A



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT (AMENDMENT A)** is entered into this 19 day of SEPTEMBER, 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, dated June 10, 1972, as amended, 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 **COMUNIDAD DOÑA MAYO, INC. (Subrecipient)**, a non-profit corporation having its principal office at Carr. 749 Km 2.5 Bo. Quebrada Grande, Barranquitas, Puerto Rico, represented herein by its President, Héctor L. Martínez Rivera, of legal age, married, and resident of Barranquitas, Puerto Rico; collectively the "**Parties**".

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on January 24, 2024, the Parties executed a Subrecipient Agreement, Contract Number **2024-DR0057 (Agreement)**, for **SIXTY-FOUR THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND TEN CENTS (\$64,575.10)** for the Subrecipient to undertake its activities under the **Non-Federal Match Program (Program)**. The Parties agreed on a performance period that would extend from the date of the execution of the Agreement to **September 30, 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 legal power and authority, in accordance with its enabling statute, the Organic Act, the federal laws and regulations creating and allocating

CYPP

HLMR

funds to the CDBG-DR Program, and the current Action Plan, to enter into this **AMENDMENT A**.

**WHEREAS**, the Subrecipient has duly adopted a Corporate Resolution, dated July 29, 2025, authorizing the Subrecipient, via its Authorized Representative, Héctor L. Martínez Rivera, to enter into this **AMENDMENT A** with the PRDOH; and by signing this **AMENDMENT A**, 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 A** subject to the following:

**I. 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**

The goal of the Program is to utilize CDBG-DR funds to provide the non-federal cost share match for eligible subrecipients under federal grant programs. To achieve the Program's goals, the Parties acknowledge and agree that amending the Performance Period and End Date of the Agreement to **October 31, 2027**, is necessary. 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**, **Section XII. CDGB-DR POLICIES AND PROCEDURES**, and **Section XXVII. RECAPTURE OF FUNDS** of the Agreement are being incorporated. Finally, updated versions of **Exhibit C** (Budget) and **Exhibit F** (Special Conditions) are being incorporated by reference into the Agreement.

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

**C. AMENDMENTS**

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



*Requirements<sup>1</sup> 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.*

[...]

A. Contract Extensions:

*PRDOH may, at its sole discretion, extend the Agreement's term for additional terms, upon mutual written agreement of the Parties. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the term of this Agreement cannot exceed the extension.*

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

[...]

*Hon. Ciary Y. Pérez Peña*  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Avenue  
Juan C. Cordero Building  
Río Piedras, Puerto Rico 00918

CDBG-DR Grantee:

[...]

d. **Section XII. CDBG-DR POLICIES AND PROCEDURES** of the Agreement is being amended as follows:

*In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR/MIT program-specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information,*

---

<sup>1</sup> "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.

*Confidentiality, Language Access Plan, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR/MIT Website (<https://recuperacion.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the Procurement Manual for the CDBG-DR, CDBG-MIT, and CDBG State Programs Regulation No. 9506 (effective on October 25, 2023), and reporting requirements as established by the PRDOH.*

e. **Section XXVIII. RECAPTURE OF FUNDS** is being modified 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](#)).*

f. **Exhibit C** (Budget) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (See **ATTACHMENT I**) to include the following modifications:

- The PW table was removed, and the "Notes on Budget" were updated to clarify that the total allocation for each entity is not the sum of the non-federal and/ or local match for each PW, but the amount the Program considers necessary to cover immediate needs. This allocation depends on budget availability, project readiness, and FEMA changes to project formulation, obligation, or de-obligation, and may be adjusted as these factors change.
- Exhibit was updated to remove obsolete data and improve the overall presentation. The formatting changes enhance legibility and align the document with organizational standards.

g. **Exhibit F** (Special Conditions) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (See **ATTACHMENT II**) to include the following modifications:

- The exhibit was replaced to eliminate obsolete data, incorporate current subrecipient and program needs, and enhance the overall presentation. Formatting changes improve legibility and ensure alignment with organizational standards.

CYPP  
HLMR  
HLMR

## II. 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.

## III. 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**.

## IV. 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.

## V. 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.

## VI. FEDERAL FUNDING

The fulfillment of the Agreement is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement must be made in accordance with the Agreement, 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.

## VII. 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**. (See **ATTACHMENT III**).

## VIII. 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.


CYPP  
HLMR

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

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

*CYPP*  
*HLMR*  
By:   
Name: Ciary Y. Pérez Peña  
Title: Secretary

**COMUNIDAD DOÑA MAYO, INC.  
Subrecipient**

By:   
Name: Héctor L. Martínez Rivera  
Title: President



DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

## ATTACHMENT I

# EXHIBIT C

## BUDGET

### NON-FEDERAL MATCH PROGRAM

### COMUNIDAD DOÑA MAYO, INC.

### DESCRIPTION OF SERVICES

The PRDOH Non-Federal Match Program (NFMP) will provide a budget of **sixty-four thousand five hundred seventy-five dollars and ten cents (\$64,575.10)**. for activities in this Subrecipient Agreement, dedicated toward facilitating a drawdown of CDBG-DR funds to support a match payment for the FEMA Public Assistance (PA) Program currently obligated Project Worksheets (**PWs**).

The NFMP will utilize data provided by FEMA and COR3 for the PA Program to determine HUD eligibility, creating a project file with sufficient supporting documentation that will allow PRDOH to submit a request for CDBG-DR funds.

**Activity Delivery Costs** – No Activity Delivery costs are to be incurred by the Subrecipient under this Agreement.

**Planning** – No Planning Costs are provided for this program, as FEMA has obligated projects through the PA program via project worksheets (PWs) to each applicant. Also, the PRDOH only provides the match, or Non-Federal share reimbursement, for work that has been performed by eligible applicants, so planning-related activities have already occurred.

**Project Costs** – the Subrecipient and PRDOH have agreed that **sixty-four thousand five hundred seventy-five dollars and ten cents (\$64,575.10)**. of the CDBG-DR funds requested for the NFMP will be directed toward Project Costs and considered as the budget for this Agreement. Project Costs will be used as the local match for the project's current Non-Federal share.

**Administrative Costs** – No Administrative costs are to be incurred by the Subrecipient under this Agreement.

Outside of the Subrecipient’s assistance to PRDOH through its scope of services in the form of additional documentation required, PRDOH will perform all eligibility reviews. PRDOH will also obtain and collect documentation from FEMA and COR3 data sources and as needed will contact the Subrecipient for additional documentation required in connection to the eligibility review. PRDOH also has the primary responsibility to engage with the Subrecipient in the Program and to provide Technical Assistance (**TA**).

*Notes on budget:*

- (1) *Total Budget allocated shall not be interpreted as the total sum of Non-Federal Share Required Amounts for each PW, but the total amount considered by the Program to be reasonable and necessary to cover the immediately required Non-Federal share. This allocation may be based on the Program’s budget availability, Program or individual project needs, project readiness or any other parameter considered by the Program. Disbursement shall be based on the actual needs of each PW, which may be affected by changes in project formulation, modification, obligation or de-obligation made by FEMA.*

CYPP

HLMR

HLMR



# EXHIBIT F

## SPECIAL CONDITIONS

### NON-FEDERAL MATCH PROGRAM

### COMUNIDAD DOÑA MAYO, INC.

#### 1. Attend Training Curriculum:

**Within one hundred and twenty (120) days after this SRA is executed**, Subrecipient's staff must participate in capacity building activities directed to the development and implementation of effective internal controls of federal awards to ensure that the entity is capable of managing federal awards in compliance with federal statutes and regulation. Subrecipient's staff must complete the Core Curriculum developed for CDBG-DR programs.

#### 2. Staffing and Training Plan:

**Within one hundred and twenty (120) days after the SRA is executed**, Subrecipient must develop a staffing and training plan that identifies specific personnel responsible for implementation and compliance of key requirements, including citizen complaints, financial management, payments, internal controls, procurement, monitoring and CDBG-DR specific requirements (e.g., national objective) and submit it to the Program POC and Subrecipient Management Team.

The Subrecipient must develop and implement an organizational structure that clearly establishes the segregation of duties in the implementation and management of the CDBG-DR programs and activities, including the finance division, in compliance with the requirements in 2 C.F.R § 200.303 for internal controls and the Standards for Internal Controls in the Federal Government by GAO. A **final staffing capacity analysis** must be completed to cover the positions listed to perform the roles and responsibilities under the different areas where no names were added, as required for the implementation and management of the CDBG-DR federally funded program and submitted to the Program POC.

#### 3. Policies and Procedures:

**Within one hundred and twenty (120) days after the SRA is executed**, the Subrecipient must develop, update, and implement all policies and procedures in compliance with PRDOH CDBG-DR policies and, state and federal regulations. The Subrecipient must certify the compliance with this requirement through the Grant Compliance Portal (GCP) on the Self-Certification tab at its GCP Profile.

CJPP

HLMR

Compliance with the Policies and Procedures self-certification must be completed only once per Subrecipient regardless of how many SRAs they have with PRDOH. If the Subrecipient already correctly and fully complied with the requirement stated above, no further action is required on this matter.

**END OF DOCUMENT**

*CJPP*

HLMR  
HLMR



DEPARTMENT OF

# HOUSING

GOVERNMENT OF PUERTO RICO


## ATTACHMENT III

### NON-CONFLICT OF INTEREST CERTIFICATION NON-FEDERAL MATCH PROGRAM COMUNIDAD DOÑA MAYO, INC.

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."

  
Héctor L. Martínez Rivera (Sep 3, 2025 09:58:20 MDT)  
 \_\_\_\_\_  
*Signature*

September 3, 2025  
 \_\_\_\_\_  
*Date*

**Héctor L. Martínez Rivera**  
 \_\_\_\_\_  
*Printed Name*

**President**  
 \_\_\_\_\_  
*Position*

*CJPP*

*HLMR*  
HLMR