

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
CITY REVITALIZATION PROGRAM (CRP)**

AMENDMENT E TO THE SUBRECIPIENT AGREEMENT

**BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
MUNICIPALITY OF LAJAS**

Contract No. 2021-DR0053
Amendment No. 2021-DR0053E



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This **AMENDMENT E TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT E**") 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 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 Lajas** ("**Subrecipient**"), a local government entity, with principal offices at Lajas, Puerto Rico, represented herein by its Mayor, Jayson Martínez Maldonado, of legal age, married, and resident of Lajas, Puerto Rico ; collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on November 9, 2020, the Parties executed a Subrecipient Agreement, Contract Number **2021-DR0053** ("**Agreement**"), for **ONE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND FIFTY-SEVEN CENTS (\$1,462,133.57)** for the Subrecipient to undertake its activities under the **City Revitalization Program** ("**Program**"). The Parties agreed on a performance period of **thirty-six (36) months** from the date of the execution of the Agreement, ending on **November 9, 2023**.

WHEREAS, on August 13, 2021, the Parties executed **Amendment A** to the Agreement, Contract Number **2021-DR0053A** ("**Amendment A**"). Via **Amendment A**, the Parties agreed to modify the Agreement and increase the total budget amount of the Agreement to **ELEVEN MILLION ONE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY CENTS (\$11,148,768.50)**. **Amendment A**, also, served the purpose of modifying certain terms and conditions of the Agreement as well as updating or amending **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit E** (Funds Certification), **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations and PRDOH Requirements), and **Exhibit G** (Special Conditions). Moreover, a new **Exhibit H** (Subrogation and Assignment Provisions) was added. **Amendment A** did not affect the **END DATE** of the Agreement.

WHEREAS, on March 30, 2022, the Parties executed **Amendment B** to the Agreement, Contract Number **2021-DR0053B** ("**Amendment B**"). Via **Amendment B, Exhibit D** (Budget) was modified to include an additional budget item, identified as *Publications*. Also, the budget was redistributed to reallocate the amount of TEN THOUSAND DOLLARS (\$10,000.00) from the *Professional Services* budget item to the *Publications* budget item. Therefore, an updated version of **Exhibit D** (Budget) was incorporated to the Agreement. All other provisions of the Agreement remained unaltered. All other provisions of the Agreement remained unaltered. **Amendment B** did not affect the **END DATE** nor the **Total Budget** of the Agreement.

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WHEREAS, on November 30, 2022, the Parties executed **Amendment C** to the Agreement, Contract Number **2021-DR0053C** ("**Amendment C**"). Via **Amendment C**, the Parties agreed to extend the **END DATE** of the Agreement to **December 31, 2025**. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I**, and **Section V. EFFECTIVE DATE AND TERM** of the Agreement were incorporated to accommodate the aforementioned term extension. Moreover, modifications to **Section II. ATTACHMENTS**, **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, and **Section XII. CDBG-DR POLICIES AND PROCEDURES** were incorporated by reference into the Agreement. Furthermore, **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** was added into the Agreement. In addition, updated versions of **Exhibit C** (Key Personnel), **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), and **Exhibit H** (Subrogation and Assignment Provisions) were included. Moreover, a new **Exhibit I** (Non-Conflict of Interest Certification) was added into the Agreement. **Amendment C** did not affect the overall budget amount of the Agreement.

WHEREAS, on September 4, 2024, the Parties executed **Amendment D** to the Agreement, Contract Number **2021-DR0053D** ("**Amendment D**"). Via **Amendment D**, the Parties agreed to extend the **END DATE** of the Agreement to **December 31, 2027**. Modifications to the **GENERAL AWARD INFORMATION** table in **Section I**, and **Section V. EFFECTIVE DATE AND TERM** of the Agreement were incorporated to accommodate the aforementioned term extension. Moreover, modifications to **Section XII. CDBG-DR POLICIES AND PROCEDURES**, and **Section XIII. FORCE MAJEURE, Section XVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**, were incorporated by reference into the Agreement. Furthermore, **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE**, and **Section XXXIII. PUERTO RICO POLITICAL CAMPAIGN FINANCING OVERSIGHT ACT**, were added into the Agreement. In addition, updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), were included. **Amendment D** did not affect the overall budget amount of the Agreement.

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 E** 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 E**.

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 E** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT E** 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 E**. 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 restore infrastructure in downtown areas, urban areas, and key community corridors that were impacted by Hurricanes Irma and María; and to make these **facilities more resilient to future events. In order to achieve the Program goals, the Parties acknowledge and agree that it is necessary to** increase the total budget by FOUR MILLION DOLLARS (\$4,000,000.00) for a new total budget of **FIFTEEN MILLION ONE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY CENTS (\$15,148,768.50)**.

Modifications to the **GENERAL AWARD INFORMATION** table in **Section I., Section II. ATTACHMENTS, Section VIII. NOTICES,** and **Section XXVI. RECAPTURE OF FUNDS,** of the Agreement are being incorporated. Also, an updated version of **Exhibit D** (Budget) is

- e. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment I**).
- f. **Exhibit E-1** (Funds Certification) is being added into the Agreement to reflect the budget increase of \$4,000,000.00. (**Attachment II**).

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

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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 E** 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 18, 2025 16:41 EDT)

Name: **Ciary Y. Pérez Peña**

Title: Secretary

**MUNICIPALITY OF LAJAS
Subrecipient**

By: Jayson Martínez Maldonado

Name: **Jayson Martínez Maldonado**

Title: Mayor

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EXHIBIT D – BUDGET

CITY REVITALIZATION PROGRAM

MUNICIPALITY OF LAJAS

1. Total Allocation and Authorized Budget

- a) The Puerto Rico Department of Housing (PRDOH) designated to the Municipality of Lajas (“the Subrecipient”) a total allocation amount of \$15,148,768.50 for the City Revitalization Program.
- b) The maximum authorized budget for the Subrecipient Self-Performed Services shall be according to the total staff position maximum budget established in Exhibit C – Key Personnel.

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2. Distribution of Authorized Maximum Budget

- a) The maximum budget amount shall be distributed in the following six (6) items:

Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services	\$432,000.00
2	Professional Services (Contracted)	\$1,797,753.70
3	Construction Services (Contracted)	\$12,919,014.80
4	Publications	\$10,000.00
5	Equipment	\$0.00
6	Operational Costs	\$0.00

Total Authorized Budget: \$15,148,768.50

3. Budget Re-Distribution

- a) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown above without exceeding the Total Authorized Budget.
- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the redistribution cannot be considered as authorized.
- c) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.



ATTACHMENT II EXHIBIT E-1

Contract Code: 1231-e
Type: Change Order A_V2
Original Registered Code: 2021-DR0053

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: MUNICIPALITY OF LAJAS
Source of Funds: 14.228 CDBG Funds
For: Amendment E to 2021-DR0053
Amount: \$4,000,000.00

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The breakdown and grant of the certified funds is as follows:

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0001	CRP - Municipality R1	r02m27cr-doh-lm	M - Construction Services (Contracted)	6090-01-000	\$4,000,000.00
					\$4,000,000.00

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties. These funds do not affect the Puerto Rico Department of Housing (PRDOH) operational budget, and are available to be use.

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 06/18/2025
 Electronic Approval
 Budget Manager

Nilda Baez Signed Date - 06/18/2025
 Electronic Approval
 Finance Director

**This transaction does not represent an overcharge of the account herein.*



NON-CONFLICT OF INTEREST CERTIFICATION
CITY REVITALIZATION PROGRAM
MUNICIPALITY OF LAJAS

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."

06-18-2025

Signature

Date

Jayson Martínez Maldonado

Printed Name

Mayor

Position

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