



**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
MUNICIPAL RECOVERY PLANNING PROGRAM (MRP)  
INDIVIDUAL SPECIALIZED PLANNING ANALYSIS (ISPA)**

**AMENDMENT A TO THE SUBRECIPIENT AGREEMENT**

**BETWEEN THE**

**PUERTO RICO DEPARTMENT OF HOUSING**

**AND THE**

**MUNICIPALITY OF ISABELA**

Contract No. 2025-DR0090

Amendment No. 2025-DR0090A

This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (“**AMENDMENT A**”) is entered into this 21 day of NOVEMBER, 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 **Municipality of Isabela** (“**Subrecipient**”), a Municipality with principal offices at Isabela, Puerto Rico, represented herein by its Mayor, Miguel E. Méndez Pérez, of legal age, single, and resident of Isabela, Puerto Rico; collectively the “**Parties**”.

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on **February 5, 2025**, the Parties executed a Subrecipient Agreement, Contract Number **2025-DR0090** (“**Agreement**”), for **one hundred thirty-two thousand twenty-three dollars and sixty-seven cents (\$132,023.67)**, for the Subrecipient to undertake its activities under the **Municipal Recovery Planning Program** (“**Program**”). The Parties agreed on a performance period of **twelve (12) months** from the date of the execution of the Agreement ending on **February 4, 2026**.

**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**.

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**WHEREAS**, the Subrecipient has the legal power and authority to enter into this **AMENDMENT A** 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 LPRA § 7013; 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:

## 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

The goal of the Program is 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 amend and extend the **END TERM** of the Agreement to **June 4, 2026**. 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, the Parties have identified the need to modify the Activity Code included in the **Exhibit E** (Funds Certification) of the original Agreement. Said certification, dated January 14, 2025, as prepared by the Finance Division of the Program, established that funding would be allocated under the Activity Code "r01p02crp-fpr-na". Nevertheless, the correct Activity Code corresponding to the MRP Program is "**r01p06mrp-doh-na**". To accommodate the aforementioned correction, a modified Funds Certification, dated March 13, 2025, was eventually provided by the Finance Division. That certification is hereby being formally incorporated by reference into the Agreement as **Exhibit E-I** (Funds Certification). Furthermore, due to these changes, modifications to the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement and **Section II. ATTACHMENTS** are being incorporated accordingly.

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In addition, an updated version of **Section XXVII. RECAPTURE OF FUNDS** of the Agreement is 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-I 7-DM-72-0001
CDBG-DR Grantee Federal Award Date:	September 20, 2018
CDBG-DR Grantee Unique Entity Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See <b>Exhibit A</b> ("Scope of Work")
Subrecipient Contact Information:	Miguel E. Méndez Pérez Mayor Municipality of Isabela PO Box 507 Isabela, PR 00662-0507
Subrecipient Unique Identifier:	Unique Entity ID #: F3NMNLB4PNW3
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement, as amended. End Date: <b>June 4, 2026</b>
Funds Certification	Dated: January 14, 2025 Authorized Amount: \$132,023.67 Funds Allocation: CDBG-DR "r01p02crp-fpr-na" Account Number: 6090-01-000 See <b>Exhibit E</b> for ("Funds Certification") ----- Dated: <b>March 13, 2025</b> Authorized Amount: \$132,023.67 Funds Allocation: CDBG-DR " <b>r01p06mrp-doh-na</b> " Account Number: 6090-01-000 See <b>Exhibit E-I</b> for ("Funds Certification")

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- b. **Section II. ATTACHMENTS** of the Agreement is being amended to incorporate the reference of **Exhibit E-I** (Funds Certification):

[...]

The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Timelines and Performance Goals
Exhibit C	Key Personnel
Exhibit D	Budget
Exhibit E	Funds Certification
<i>Exhibit E-I</i>	<i>Funds Certification</i>
Exhibit F	HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements
Exhibit G	Special Conditions
Exhibit H	Subrogation and Assignment Provisions
Exhibit I	Non-Conflict of Interest Certification

[...]

- c. **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 **June 4, 2026**.*

*The End of Term shall be the later of: (i) **June 4, 2026**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements have been satisfied or, where no Close-Out Requirements apply 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.*

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- d. The Parties agree to modify **Section XXVII. 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 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.*

- e. **Exhibit E** (Funds Certification) of the Agreement is being replaced by a modified version hereto incorporated by reference into the Agreement as **Exhibit E-I** (Funds Certification). (See **Attachment I**).

### 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.

#### **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**. (See **Attachment II**).

#### **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]**

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**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:   
Name: Ciary Y. Pérez Peña  
Title: Secretary

**MUNICIPALITY OF ISABELA**  
**Subrecipient**

  
By: [MIGUEL E. MENDEZ PEREZ \(Nov 21, 2025 17:23:13 AST\)](#)  
Name: Miguel E. Méndez Pérez  
Title: Mayor



**Contract Code:** 10387  
**Type:** DirectCommit  
**Original Registered Code:** 2025-DR0090

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**CERTIFICATION OF FUNDS**

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

**Contracting Of:** MUNICIPALITY OF ISABELA  
**Source of Funds:** 14.228 CDBG Funds  
**For:** Municipal Recovery Planning Program (MRP-RISPA)  
**Amount:** \$132,023.67

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

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Administrative Assistant	6090-01-000	\$348.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Advertising/Media	6090-01-000	\$5,000.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Compliance Manager	6090-01-000	\$601.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Finance Manager	6090-01-000	\$418.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Grant Manager	6090-01-000	\$3,225.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Outreach and Communications Coordinator	6090-01-000	\$412.00
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Professional Services (Subrecipient)	6090-01-000	\$120,416.67
B-17-DM-72-0001	Planning	r01p06mrp-doh-na	P - Program Coordinator	6090-60-000	\$1,603.00
					<u>\$132,023.67</u>

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.

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

Cesar Candelario Signed Date - 01/13/2025  
Electronic Approval  
Budget Manager

Cesar Candelario Signed Date - 03/13/2025  
Electronic Approval  
Finance Director

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

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**NON-CONFLICT OF INTEREST CERTIFICATION**  
**INDIVIDUAL SPECIALIZED PLANNING ANALYSIS**  
**MUNICIPALITY OF ISABELA**

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 to be 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."

MIGUEL E. MENDEZ PEREZ

MIGUEL E. MENDEZ PEREZ (Nov 21, 2025 17:23:13 AST)

Signature

11/21/2025

Date

Miguel E. Méndez Pérez

Printed Name

Mayor

Position

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# Mun. Isabela-MRP ISPA-Amendment A (rev.)

Final Audit Report

2025-11-21

Created:	2025-11-21
By:	Abdiel Acevedo (Aacevedo@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzmfTEahoMaoQbuetELLC-mYw9LCT2PPE

## "Mun. Isabela-MRP ISPA-Amendment A (rev.)" History

-  Document created by Abdiel Acevedo (Aacevedo@vivienda.pr.gov)  
2025-11-21 - 7:41:38 PM GMT
-  Document emailed to MIGUEL MENDEZ (alcalde@isabela.com.pr) for signature  
2025-11-21 - 7:46:20 PM GMT
-  Email viewed by MIGUEL MENDEZ (alcalde@isabela.com.pr)  
2025-11-21 - 9:21:26 PM GMT
-  Signer MIGUEL MENDEZ (alcalde@isabela.com.pr) entered name at signing as MIGUEL E. MENDEZ PEREZ  
2025-11-21 - 9:23:11 PM GMT
-  Document e-signed by MIGUEL E. MENDEZ PEREZ (alcalde@isabela.com.pr)  
Signature Date: 2025-11-21 - 9:23:13 PM GMT - Time Source: server
-  Document emailed to Ciary Pérez Pena (ciary.perez@vivienda.pr.gov) for signature  
2025-11-21 - 9:23:15 PM GMT
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-  Document e-signed by Ciary Pérez Pena (ciary.perez@vivienda.pr.gov)  
Signature Date: 2025-11-21 - 9:25:39 PM GMT - Time Source: server
-  Agreement completed.  
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