



DEPARTMENT OF

**HOUSING**

GOVERNMENT OF PUERTO RICO

**AMENDMENT C**

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

**AMENDMENT C TO THE SUBRECIPIENT AGREEMENT**

**BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF ISABELA**  
Contract No. 2023-DR0074  
Amendment No. 2023-DR0074C



This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT** (“**AMENDMENT C**”) is entered into this 23 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, 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 local government entity, 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**”.

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**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on January 23, 2023, the Parties executed a Subrecipient Agreement, Contract Number **2023-DR0074** (“**Agreement**”), for the amount of **ONE MILLION ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS (\$1,199,986.00)** 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 14, 2023, the Parties executed **Amendment A** to the Agreement, registered as Contract Number **2023-DR0074A** (“**Amendment A**”). **Amendment A** modified certain sections and clauses. Additionally, **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) were modified and incorporated by reference into the Agreement. Moreover, an updated version of **SECTION XIV. FORCE MAJEURE and SECTION XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** were incorporated to the Agreement. The term and amount of the Agreement remained the same.

**WHEREAS**, on September 16, 2024, the Parties executed **Amendment B** to the Agreement, Contract Number **2023-DR0074B** (“**Amendment B**”). Via **Amendment B**

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the **END DATE** of the Agreement was extended to **September 23, 2025**. Also, 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. In addition, modifications and changes to **Section II. ATTACHMENTS, Section XII. CDBG-DR POLICIES AND PROCEDURES**, and **Section XIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** of the Agreement were incorporated via this **AMENDMENT B**. Also, **Section XXXIII. PUERTO RICO POLITICAL CAMPAIGN FINANCING OVERSIGHT ACT** was added to the Agreement. Moreover, modifications of **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) were incorporated via this **AMENDMENT B**. Also, **Exhibit E-1** (Funds Certification) was added by reference into the Agreement via this **AMENDMENT B**. Furthermore, an updated version of **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) was incorporated via **Amendment B**. All other provisions of the original Agreement remain 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 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, 21 LPRC § 7013; and by signing this **AMENDMENT C**, 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 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 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**

To achieve the Program’s goals, the Parties acknowledge and agree that amending the End Date of the Agreement to **July 31, 2026**, 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, modifications to **Section VIII. NOTICES**, and **Section XXVII. RECAPTURE OF FUNDS** of the Agreement are being incorporated via this Amendment C. 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-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 <b>Exhibit A</b> for <u>Scope of Work</u>
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 this Agreement. End Date: <b>July 31, 2026</b>

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Funds Certification:	<p>Dated: January 23, 2023                  Authorized Amount: <b>\$1,199,986.00</b>                  Funds Allocation: CDBG-DR "r01p02crp-fpr-na"                  Account Number: 6090-01-000                  See <b>Exhibit E</b> for <u>Funds Certification</u></p> <hr/> <p>Dated: August 19, 2024                  Authorized Amount: <b>\$14.00</b>                  Funds Allocation: CDBG-DR "r01p02crp-fpr-na"                  Account Number: 6090-01-000                  See <b>Exhibit E-1</b> for <u>Funds Certification</u></p> <p>"TOTAL: <b>\$1,200,000.00</b>"</p>
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- 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, ending on **July 31, 2026.***

*The End of Term shall be the later of: (i) **July 31, 2026**; (ii) the date as of which the Parties agree in writing that all Close-Out 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.*

[...]

- 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 Juan C. Cordero Building Río Piedras, Puerto Rico 00918

<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.

- d. **Section XXVIII. RECAPTURE OF FUNDS** of the Agreement is being amended as follows:

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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.

### 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 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 C**. (See **Attachment I**).

**XI. 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 C** in the place and on the date first above written.

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

  
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By:  \_\_\_\_\_

Name: Ciary Y. Pérez Peña

Title: Secretary

  
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**MUNICIPALITY OF ISABELA  
Subrecipient**

  
By: MIGUEL E MENDEZ PEREZ (Sep 9, 2025 20:50:56 EDT)

Name: Miguel E. Méndez Pérez

Title: Mayor



DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

# Attachment I

## NON-CONFLICT OF INTEREST CERTIFICATION WHOLE COMMUNITY RESILIENCE PLANNING PROGRAM 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 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 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."

MIGUEL E MENDEZ PEREZ

MIGUEL E MENDEZ PEREZ (Sep 9, 2025 20:50:56 EDT)

Signature

Date

Miguel E. Méndez Pérez

Printed Name

Mayor

Position

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