



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## AMENDMENT C

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

**AMENDMENT C TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF MANATÍ**  
Contract No. 2021-DR0143  
Amendment No. 2021-DR0143C



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This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT C**") is entered into this 16 day of September, 2024, 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. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and the **Municipality of Manatí** ("**Subrecipient**"), a Municipality with principal offices at Manatí, Puerto Rico, represented herein by its Mayor, José A. Sánchez González, of legal age, single, and resident of Manatí, Puerto Rico; collectively the "**Parties**".

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on March 29, 2021, the Parties executed a Subrecipient Agreement, Contract Number **2021-DR0143** ("**Agreement**"), for **ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED ONE DOLLARS AND FIFTY-FIVE CENTS (\$117,701.55)** for the Subrecipient to undertake its activities under the **Non-Federal Match 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 **March 28, 2024**.

**WHEREAS**, on July 8, 2021, the Parties executed an **Amendment A** to the Agreement, Contract Number **2021-DR0143A** ("**AMENDMENT A**"). Via **Amendment A**, the Parties agreed to increase the total budget to **THREE HUNDRED THIRTEEN THOUSAND SIXTY-FIVE DOLLARS AND EIGHTEEN CENTS (\$313,065.18)**. **Amendment A** did not affect the **END TERM** of the Agreement.

**WHEREAS**, on February 20, 2024, the Parties executed an **Amendment B** to the Agreement, Contract Number **2021-DR0143B** ("**AMENDMENT B**"). Via **Amendment B**, the Parties agreed to extend the **END TERM** of the Agreement to **October 31, 2026**. Updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timelines and Performance Goals), **Exhibit E** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements), and **Exhibit G** (Subrogation and Assignment Provisions), were included. In addition, modifications to the **GENERAL AWARD INFORMATION** table in **Section I.**, **Section V. EFFECTIVE DATE AND TERM**, **Section XII. CDBG-DR POLICIES AND PROCEDURES**, **Section XIII. FORCE MAJEURE**, and **Section XVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** were incorporated. Also, **Section XXX. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**, **Section XXXI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** and **Section XXXII. PUERTO RICO POLITICAL CAMPAIGN FINANCING OVERSIGHT ACT** were added. Moreover, a new **Exhibit H** (Non-Conflict of Interest Certification) was included. Modifications to **Section II. ATTACHMENTS** and **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS** were added, as well. **Amendment B** 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 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(q) of Act No. 107 of August 14, 2020, also known as the "**Puerto Rico Municipal Code**", 21 L.P.R.A. § 7013(q); and by signing this **AMENDMENT C**, 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 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**

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. In order to achieve the Program goals, the Parties acknowledge and agree that is necessary to increase the Total Authorized Budget from **THREE HUNDRED THIRTEEN THOUSAND SIXTY-FIVE DOLLARS AND EIGHTEEN CENTS (\$313,065.18)** to **FOUR HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED SEVENTEEN DOLLARS AND SIXTY-SIX CENTS (\$469,617.66)**.

An updated version of **Exhibit C** (Budget) and a new **Exhibit D-1** (Funds Certification) are being added by reference into the Agreement. In addition, modifications to the **GENERAL AWARD INFORMATION** table in **Section I.** and **Section II. ATTACHMENTS** are being incorporated to address the introduction of the aforementioned new exhibit into the Agreement. Also, **Subsection A. Contract Extensions** of **Section V. EFFECTIVE DATE AND TERM** of the Agreement is being updated.

As stated before, all other provisions of the original Agreement, including the **END TERM**, remain unaltered.

### **C. AMENDMENTS**

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

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CDBG-DR Grantee Federal Award Identification Number:	B-18-DP-72-0001
CDBG-DR Grantee Federal Award Date:	February 21, 2020
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:	José A. Sánchez González Mayor Municipality of Manatí P.O. Box 3250 Manatí, P.R. 00674
Subrecipient Unique Identifier:	Unique Entity ID #: GVHNGHGWBP3
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement, as amended. End Date: <b>October 31, 2026</b>
Funds Certification:	Dated: June 16, 2021 Authorized Amount: <b>\$313,065.18</b> Funds Allocation: CDBG-DR "R01121FEM-DOH-LM" CDBG-DR "R02121FEM-DOH-LM" CDBG-DR "R02121FEM-DOH-UN" Account Number: 6090-01-000 See <b>Exhibit D</b> ("Funds Certification")
	Dated: September 10, 2024 Authorized Amount: <b>\$156,552.48</b> Funds Allocation: CDBG-DR "R02121FEM-DOH-LM" Account Number: 6090-01-000 See <b>Exhibit D-1</b> ("Funds Certification")  <b>Total Authorized Budget: \$469,617.66</b>

- b. **Section II. ATTACHMENTS** of the Agreement is being amended to incorporate **Exhibit D-1** (Certification of Funds) in the list of exhibits that are attached to the Agreement:

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	Budget
Exhibit D	Funds Certification
<i>Exhibit D-1</i>	<i>Funds Certification</i>
Exhibit E	HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements
Exhibit F	Special Conditions
Exhibit G	Subrogation and Assignment Provisions
Exhibit H	Non-Conflict of Interest Certification

- c. **Subsection A. Contract Extensions of Section V. EFFECTIVE DATE AND TERM** of the Agreement is being updated as follows:

*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.*

- d. **Exhibit C** (Budget) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (See **Attachment I**).
- e. **Exhibit D-1** (Funds Certification) of the Agreement is being added and incorporated by reference into the Agreement (See **Attachment II**).

**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.

  
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VIII. NON-CONFLICT OF INTEREST CERTIFICATION

  
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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. (Attachment III)**.

**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**

By: William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Sep 16, 2024 18:06 EDT)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

**MUNICIPALITY OF MANATÍ**  
**Subrecipient**

By:   
Jose Sanchez Gonzalez (Sep 16, 2024 11:06 EDT)  
Name: José A. Sánchez González  
Title: Mayor of Manatí



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## EXHIBIT C

### BUDGET

#### NON-FEDERAL MATCH PROGRAM

#### MUNICIPALITY OF MANATÍ

#### DESCRIPTION OF SERVICES

The PRDOH Non-Federal Match Program (NFMP) will provide a budget of **four hundred sixty-nine thousand, six hundred seventeen dollars and sixty-six cents (\$469,617.66)** 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 **four hundred sixty-nine thousand, six hundred seventeen dollars and sixty-six cents (\$469,617.66)** 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.

  
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GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

Attachment II  
EXHIBIT D-1

Contract Code: 1818-c

Type: Change Order A\_V2

Original Registered Code: 2021-DR0143

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: MUNICIPALITY OF MANATI  
Source of Funds: 14.228 CDBG Funds  
For: Amendment C to 2021-DR0143 (NFM)  
Amount: \$156,552.48

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	Infrastructure	r02i21fem-doh-lm	I - Program Subsidy	6090-01-000	\$156,552.48
					\$156,552.48

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 - 09/09/2024  
Electronic Approval  
Budget Manager

Nilda Baez Signed Date - 09/10/2024  
Electronic Approval  
Finance Director

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





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## NON-CONFLICT OF INTEREST CERTIFICATION NON-FEDERAL MATCH PROGRAM MUNICIPALITY OF MANATÍ

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."

*Jose Sanchez Gonzalez*  
Jose Sanchez Gonzalez (Sep 16, 2024 11:06 EDT)  
Signature

José A. Sánchez González  
Printed Name

16 de septiembre de 2024  
Date

Mayor  
Municipality of Manatí  
Position