

**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 MANATÍ
Contract No. 2021-DR0093
Amendment No. 2021-DR0093E**



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This **AMENDMENT E TO THE SUBRECIPIENT AGREEMENT** (“**AMENDMENT E**”) is entered into this 15 JAN day of 15 JANUARY, 2026, 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, Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico; and **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 February 12, 2021, PRDOH and the Subrecipient executed a Subrecipient Agreement, Contract Number **2021-DR0093** (“**Agreement**”), for **ONE MILLION FOUR HUNDRED SIXTY-ONE THOUSAND TWENTY-SIX DOLLARS AND SIXTY-THREE CENTS (\$1,461,026.63)** for the Subrecipient to undertake its activities under the **City Revitalization Program** (“**Program**”). The Parties agreed to a performance period of **thirty-six (36) months** from the date of the execution of the Agreement, ending on **February 12, 2024**.

WHEREAS, on August 5, 2021, the Parties executed **Amendment A** to the Agreement, Contract Number **2021-DR0093A** (“**Amendment A**”). Via **Amendment A**, the Parties agreed to modify the Agreement and increase the GRAND TOTAL BUDGET of **ELEVEN MILLION ONE HUNDRED FORTY THOUSAND THREE HUNDRED TWENTY-EIGHT DOLLARS AND THREE CENTS (\$11,140,328.03)**. **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), and **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations and PRDOH Requirements), **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 February 2, 2022, the Parties executed **Amendment B** to the Agreement, Contract Number **2021-DR0093B** ("**Amendment B**"). Via **Amendment B**, a modified version of **Exhibit C** (Key Personnel) was incorporated by reference into the Agreement to add a Procurement Manager position, and eliminate Financial Manager, and Archaeologist positions. Also, a modified version of **Exhibit D** (Budget) was incorporated by reference into the Agreement, to include an additional budget item identified as Publications and incorporated a re-distribution of funds. All other provisions of the Agreement remained unaltered. **Amendment B** did not affect the **END DATE** and the **Total Budget** of the Agreement.



WHEREAS, on October 14, 2022, the Parties executed **Amendment C** to the Agreement, Contract Number **2021-DR0093C** ("**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. Also, an updated version of **Section XI. CDBG-DR POLICIES AND PROCEDURES** was incorporated by reference into the Agreement. In addition, **Section XXX. SYSTEM AWARD MANAGEMENT (SAM) REGISTRATION** was added. Moreover, updated versions of **Exhibit C** (Key Personnel), **Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were included, while a new **Exhibit H** (Subrogation and Assignment Provisions) was incorporated. **Amendment C** did not affect the overall budget amount of the Agreement.

WHEREAS, on August 19, 2024, the Parties executed **Amendment D** to the Agreement, Contract Number **2021-DR0093D** ("**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** (was misnumbered as **Section XI** of the Agreement), **Section XIII. FORCE MAJEURE** and **Section XVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**, were incorporated by reference into the Agreement. In addition, **Section XXXI. SYSTEM AWARD MANAGEMENT (SAM) REGISTRATION** (misnumbered as **Section XXX** of the Agreement) is being renumbered to correct the section number. Moreover, **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** and **Section XXXIII. PUERTO RICO POLITICAL CAMPAIGN FINANCING OVERSIGHT ACT** were added. 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. Additionally, a new **Exhibit I** (Non-Conflict of Interest Certification) was incorporated via **AMENDMENT D**. 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** was incorporated to address the introduction of the aforementioned new exhibit into the Agreement. **Amendment D** did not affect the overall budget amount of the Agreement.

WHEREAS, on October 22, 2025, a Budget Redistribution was approved to reallocate **NINETY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$97,000.00)** from the Subrecipient Self-Performed Services budget, allocating **seventy-seven thousand dollars and zero cents (\$77,000.00)** to the Construction Services budget and **twenty thousand dollars and zero cents (\$20,000.00)** to Publications budget, as reflected in **Exhibit D** (Budget). Notwithstanding the foregoing modifications, the **Total Authorized Budget** remained unchanged at **eleven million one hundred forty thousand three hundred twenty-eight dollars and three cents (\$11,140,328.03)**. Likewise, an **Exhibit C** (Key Personnel) was incorporated by reference into 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:

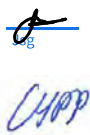
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II. TERMS AND CONDITIONS

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 **SIX MILLION TWO HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND FIFTY-FOUR CENTS (\$6,225,730.54)** for a new total budget of **SEVENTEEN MILLION THREE HUNDRED SIXTY-SIX THOUSAND FIFTY-EIGHT DOLLARS AND FIFTY-SEVEN CENTS (\$17,366,058.57)**.

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. Furthermore, a modified **Exhibit C** (Key Personnel) is being incorporated by reference into the Agreement. The modified exhibit reflects the same budget cut for all Staff Positions under the Subrecipient Self-Performed Services budget item, as previously provided via Budget Redistribution approved on October 5, 2025. Also, an updated version of **Exhibit D** (Budget) is being incorporated by reference into the Agreement. Finally, a new **Exhibit E-1** (Funds Certification) is being added via this **AMENDMENT E**.

As stated before, all other provisions of the original Agreement, 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-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 Exhibit A ("Scope of Work")

- b. **Section II. ATTACHMENTS** of the Agreement is being amended to incorporate **Exhibit E-1** (Funds Certification) 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	Key Personnel
Exhibit D	Budget
Exhibit E	Funds Certification
<i>Exhibit E-1</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 VIII. NOTICES**, of the Agreement is being amended as follows:

[...]

To: PRDOH Hon. Ciary Y. Pérez Peña
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Davila Bldg.
San Juan, Puerto Rico 00918

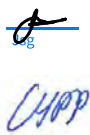
[...]

- d. **Section XXVI. RECAPTURE OF FUNDS**, of the Agreement is being amended 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 SRA, 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](#)).

- e. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**ATTACHMENT I**).
- f. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**ATTACHMENT II**).
- g. **Exhibit E-1** (Funds Certification) is being added into the Agreement to reflect the budget increase of **\$6,225,730.54**. (**ATTACHMENT III**).

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 IV)**.





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.

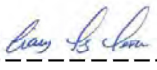
In compliance with OA-HD-25-03, PRDOH validates the consent of the electronic signatories through the incorporation of the following clause:

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 NEXT PAGE]



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: -----

Name: **Ciary Y. Pérez Peña**

Title: Secretary

MUNICIPALITY OF MANATÍ
Subrecipient

By: 
José A. Sánchez Gonzalez (Jan 14, 2026 15:23:01 AST)-----

Name: **José A. Sánchez González**

Title: Mayor



EXHIBIT C – KEY PERSONNEL

CITY REVITALIZATION PROGRAM

MUNICIPALITY OF MANATÍ

The following table shows the Key Personnel staffing plan for the Subrecipient that will be participating of the City Revitalization Program (**Program**) as part of the Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Program. This information reflects a combination existing employees or new hired employees that will be participating on the Program.

I. **Staff positions and maximum budget**

[A] Name of Staff Position (Subrecipient Self-Performed Services)	[B] Staff Position Maximum Budget
Manager	\$5,000.00
Coordinator	\$300.00
Financial Assistant	\$24,000.00
Compliance Manager	\$0.00
Outreach and Community Coordinator	\$100.00
Administrative Assistant	\$100.00
Procurement Manager	\$500.00

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II. Staff positions Roles Description:

Name of Position	Role Description
Manager	Subrecipient's key staff leading the staff and managing CDBG-DR Program activities including communications, meetings, documentation, compliance, procurements, contracting, project development, invoicing, and reporting.
Coordinator	Subrecipient's key staff providing support to coordinate CDBG-DR Program activities including communications, meetings, documentation, compliance, procurements, contracting, project development, invoicing, and reporting.
Financial Assistant	Subrecipient's key staff providing assistance regarding CDBG-DR Program financial related activities including policies, procedures, controls, payroll, budget management, invoicing, accounting, and reporting.
Compliance Manager	Subrecipient's key staff managing all CDBG-DR Program compliance related activities including policies, procedures, training, monitoring, and reporting.
Outreach and Community Coordinator	Subrecipient's key staff coordinating and supporting to CDBG-DR Program activities regarding outreach and communications with community.
Administrative Assistant	Subrecipient's key staff aiding and supporting in CDBG-DR Program administrative activities including communications, meetings, documentation, compliance, procurements, contracting, project development, invoicing, and reporting.
Procurement Manager	Responsible for the efficient management and coordination of all procurement-related services related the the CDBG-DR Program. Must ensure compliance with Puerto Rico, PRDOH and HUD requirements related to procurement package development and solicitation. Will work closely with PRDOH.

[Handwritten initials]

III. Notes:

1. Staff positions names, in column [A], are generic names assumed to designate roles to Subrecipient's staff, therefore these positions names may not necessarily coincide to current positions within Subrecipient's roster of employees.
2. Subrecipient will request authorization before any staff performs any work for the CDBG-DR Program, the request shall be completed submitting a standard form provided by PRDOH. Failure to obtain staff authorization from PRDOH, will result in payroll payment deduction for each unauthorized staff.
3. Subrecipient may use one (1) or more of its employees for each of the approved staff positions, therefore the maximum budget shall consider the summary of payroll costs for employees authorized for the position.

4. Subrecipient may recruit new employees to fill-in staff positions included in column [A] that are not occupied at the start date of this agreement.
5. Subrecipient shall require to each staff position daily time entry reports with a description of work performed during the report period.
6. Staff Position Maximum Budget, shown in column [B], represents total budget authorized for Subrecipient's personnel working as a staff position for the CDBG-DR Program.
7. The Staff Position Maximum Budget shall be considered as the total authorized budget for the term of the SRA for each Subrecipient's staff position.
8. After this SRA is executed, the Subrecipient may request in writing an amendment to modify the distribution of budgeted amounts for any of the positions.
9. The total authorized available budget for all Subrecipient's staff positions will be established in Budget Exhibit of this SRA. The specific amount will be indicated in item described as "Subrecipient Self-Performed Services" of Budget Exhibit.

END OF DOCUMENT






ATTACHMENT II

EXHIBIT D – BUDGET

CITY REVITALIZATION PROGRAM

MUNICIPALITY OF MANATÍ

1. Total Allocation and Authorized Budget

- a) The Puerto Rico Department of Housing (PRDOH) designated to the Municipality of Manatí (“the Subrecipient”) a total allocation amount of **\$17,366,058.57** 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	\$30,000.00
2	Professional Services (Contracted)	\$2,091,065,61
3	Construction Services (Contracted)	\$15,214,992.96
4	Publications	\$30,000.00
5	Equipment	\$0.00
6	Operational Costs	\$0.00

Total Authorized Budget: \$17,366,058.57

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 III

Contract Code: 1234-e
Type: Change Order A_V2

Original Registered Code: 2021-DR0093

EXHIBIT E-I
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 E to 2021-DR0093
Amount: \$6,225,730.54

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

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Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0001	MultiSector	r02m27cr-doh-lm	M - Construction Services (Contracted)	6090-01-000	\$6,225,730.54
					<u>\$6,225,730.54</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.

Cesar Candelario Signed Date - 11/14/2025
 Electronic Approval
 Budget Manager

Nilda Baez Signed Date - 11/17/2025
 Electronic Approval
 Finance Director

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

**NON-CONFLICT OF INTEREST CERTIFICATION
CITY REVITALIZATION PROGRAM (CRP)
MUNICIPALITY OF MANATÍ**

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, 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 themselves, any member of their family unit, or any other person, business, or entity—anything of economic value, including gifts, loans, promises, favors, or services, in exchange for influencing the performance of their official duties in my favor or in favor 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.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."


José A. Sánchez Gonzalez (Jan 14, 2026 15:23:01 AST)

Signature

14 /01/2026

Date

José A. Sánchez González

Printed Name

Mayor

Position