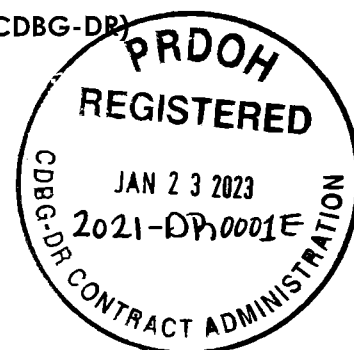


COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
HOMEBUYER ASSISTANCE PROGRAM

**AMENDMENT E TO THE SUBRECIPIENT AGREEMENT**  
**BETWEEN THE**  
**PUERTO RICO DEPARTMENT OF HOUSING**  
**AND THE**  
**PUERTO RICO HOUSING FINANCE AUTHORITY**  
Agreement No. 2021-DR0001  
Amendment No. 2021-DR0001E



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This **AMENDMENT E TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**Amendment E**") is entered into this 20 day of January, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (the "**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" (the "**Organic Act**"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, Esq., of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **PUERTO RICO HOUSING FINANCE AUTHORITY** (hereinafter, the "**Subrecipient**"), a public agency created under Act No. 103, of August 11, 2001, as amended, 7 L.P.R.A. § 924 *et seq.*, known as the "Puerto Rico Housing Finance Authority Act" (the "**PRHFA Act**"), with principal offices at 638 Aldebarán St., Urb. Altamira San Juan, Puerto Rico 00920, represented herein by its Executive Director, Blanca P. Fernández-González, of legal age, single, and resident of San Juan, Puerto Rico, collectively the "**Parties**".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on July 2, 2020, the Parties entered into a Subrecipient Agreement for the Homebuyer Assistance Program (hereinafter, "**HBA**" or the "**Program**") for a period of **thirty-six (36)** months from the day of its execution, ending on July 1, 2023, for **ONE HUNDRED FIFTY-SIX MILLION ONE HUNDRED NINETY-TWO THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS (\$156,192,628.00)**, registered as Contract Number 2021-DR0001 (hereinafter, "the Agreement").

**WHEREAS**, on June 4, 2021, the Parties agreed to modify the Agreement via Amendment A, Contract No. 2021-DR0001A. In summary, Amendment A served the purpose of adjusting the Agreement to the HBA Program Guidelines and programmatic requirements. **Exhibit A (Scope of Work)**, **Exhibit B (Timeline and Performance Goals)**, **Exhibit C (Key Personnel)**, **Exhibit D (Budget)**, **Exhibit F (HUD General Provisions)**, and **Exhibit G (Special Conditions)** were amended. Additionally, a new Exhibit was added, **Exhibit H (Subrogation and Assignment Provisions)**.

**WHEREAS**, on October 14, 2021, the Parties agreed to modify the Agreement via Amendment B, Contract No. 2021-DR0001B, to amend certain terms and conditions of the Agreement and reallocate an additional **(\$86,524,260.00)** funds into the HBA Program, for a total budget of **TWO HUNDRED FORTY-TWO MILLION SEVEN HUNDRED SIXTEEN THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$242,716,888.00)**. Additionally, **Exhibit A (Scope of Work)**, **Exhibit B (Timeline and Performance Goals)**, **Exhibit C (Key Personnel)**, **Exhibit D (Budget)**, and **Exhibit E (Funds Certification)** were amended.

**WHEREAS**, on November 18, 2021, the Parties agreed to modify the Agreement via Amendment C, Contract No. 2021-DR0001C, to amend certain terms and conditions of the Agreement, amend **Exhibit D (Budget)** to redistribute funds by eliminating **Environmental Services**, reducing **Grant Funding** and increasing **Case Managers Services**

authorized budget to procure services that will assist in delivery and implementation of the Homebuyer Assistance Program.

**WHEREAS**, on October 7, 2022, the Parties agreed to modify the Agreement via Amendment D, Contract No. 2021-DR0001D, to amend **Exhibit E (Funds Certification)** to redistribute funds. The budget remained the same. As a consequence of the redistribution, **Section I, General Award Information**, was modified.

**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 is not intended to affect, nor does it constitute an extinctive novation of the obligations of the parties under the Agreement but it is rather a modification and amendment of certain terms of the Agreement, including any modified Exhibits.

**WHEREAS**, the Subrecipient, in accordance with the PRHFA Act, has the legal power and authority to enter into this Amendment E with the PRDOH, and by signing this Amendment E, the Subrecipient assures PRDOH that Subrecipient shall comply with all the requirements described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth in the Agreement, the PRDOH and the CONTRACTOR agree to execute this Amendment E subject to the following:

## **TERMS AND CONDITIONS**

### **II. SAVINGS CLAUSES**

The information included in this Amendment E serves the purpose of modifying and amending certain terms and conditions under the Agreement, including any modified Exhibits. All provisions of the original Agreement and its Amendment E shall continue to be in full force and effect, as amended by this Amendment E.

### **III. ATTACHMENT**

The information included in this Amendment E serves the purpose of modifying and amending certain terms under the Agreement. All other provisions of the Agreement, its Amendment E and Exhibits shall continue to be in full force and effect.

### **IV. SCOPE OF AMENDMENT**

The parties agree that **Exhibit E (Funds Certification)**, will no longer be a part of the Agreement. Therefore, the breakdown of funds included in **Exhibit E (Funds Certification)** will be left without effect. As a consequence of the removal of **Exhibit E (Funds Certification)**, **Exhibit E, Exhibit F, Exhibit G, and Exhibit H** were renamed and **Section II, Attachments**, is being modified. Additionally, **Exhibit D (Budget), Section 1**, will be amended.

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V. AMENDMENTS

A. The Parties agree to amend **Section II, Attachments**, as follows:

Exhibit A	Scope of Work
Exhibit B	Timelines and Performance Goals
Exhibit C	Key Personnel
Exhibit D	Budget
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 Certification

- a. **Exhibit D** (Budget), **Section 1**, is being replaced by a modified **Exhibit D** (Budget), **Section 1**, hereto incorporated by reference into the Agreement. (See **Attachment I**)
- b. **Exhibit H** (Non-Conflict Certification) is being incorporated and made part of the Agreement. (See **Attachment II**)
- c. The Parties agree to add **Section XXXIII, SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**, as follows:

*The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.*

VI. SEVERABILITY

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

VII. 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.

VIII. 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

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not be invoiced or paid until this Amendment E has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

**IX. 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 with respect to the Agreement, as amended.

**X. 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 CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

**XI. COMPLIANCE WITH LAW**

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

**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**

William O. Rodríguez Rodríguez  
By: William O. Rodríguez Rodríguez (Jan 20, 2023 16:59 AST)  
Name: William O. Rodríguez Rodríguez, Esq.  
Title: Secretary

**PUERTO RICO HOUSING FINANCE AUTHORITY**

Blanca Fernandez  
By: Blanca Fernandez (Jan 20, 2023 16:52 AST)  
Name: Blanca P. Fernández-González  
Title: Executive Director

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## EXHIBIT D

## BUDGET

### HOMEBUYER ASSISTANCE PROGRAM BUDGET

### PUERTO RICO HOUSING FINANCE AUTHORITY

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#### DESCRIPTION

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The Homebuyer Assistance Program (HBA) will have a budget of two hundred ninety-five million dollars (\$295,000,000). However, the Program has assigned the subrecipient under this Agreement an amount of two hundred forty-two million seven hundred sixteen thousand eight hundred eighty-eight dollars (\$242,716,888.00). Funding in this Agreement will be provided primarily as Project Costs and will be distributed by the Puerto Rico Housing Finance Authority (PRHFA). There are no Planning or Administrative costs for PRHFA in this budget. The exact staff who will work in the Program will be determined at a later date with a roster provided to PRDOH as key personnel.

The budget for the HBA is primarily dedicated toward Project Costs to provide homeownership assistance with a current amount of two hundred fourteen million eight hundred seventy-two thousand three hundred sixty-four dollars (\$214,872,364.00).

The PRHFA will utilize data from the HBA program to create a case with sufficient supporting documentation that will allow PRHFA to submit a request to PRDOH for CDBG-DR funds. After funds are requested to PRDOH and provided by HUD, PRDOH may make available additional funds to PRHFA for HBA.

**Administrative Costs** – PRHFA and PRDOH have agreed that no Administrative costs are needed for this Program.

**Planning** – No Planning Costs are provided for this program.

**Project Costs** – PRHFA and PRDOH have agreed that two hundred fourteen million eight hundred seventy-two thousand three hundred sixty-four dollars (\$214,872,364.00) of the CDBG-DR funds for the HBA will be directed toward Project Costs. PRDOH expects that this Program will primarily use two (2) HUD National Objectives: Low and Moderate Income and Urgent Need.

**Activity Delivery Costs** – PRHFA and PRDOH have agreed that some Activity Delivery Costs for PRHFA Staff are needed to implement the Program efficiently. However, due to the nature of the CDBG-DR required work, PRDOH and PRHFA have agreed to such activity

delivery costs will be reimbursed following review of PRHFA invoice and supporting documentation.

If additional staff is necessary, PRDOH and PRHFA agree that additional activity delivery costs may be added following mutual written agreement. Activity Delivery funds are to be used by PRHFA exclusively for costs PRHFA incurs directly supporting the Program, including eligibility review, determination for closing, requesting reimbursement to PRDOH and other tasks included in the Scope of Work. PRHFA may also use Activity Delivery Costs to reimburse indirect cost, only after PRDOH provides approval.

#### **Budget Re-distribution**

- a) PRHFA may request in writing to the PRDOH a re-distribution of the authorized budgets shown in this Exhibit and its attachments.
- 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 of the Program and the balance of funds is validated, the PRDOH will provide written authorization to PRHFA. 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 Subrecipient Agreement.

**END OF DOCUMENT**

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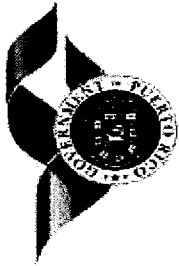


EXHIBIT H  
NON-CONFLICT OF INTEREST CERTIFICATION  
PUERTO RICO HOUSING FINANCE AUTHORITY

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 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 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."

Blanca Fernandez  
Blanca Fernandez (Jan 20, 2023 16:52 AST)  
Signature

01/20/2023  
Date

Blanca P. Fernández-González  
Printed Name

Executive Director  
Position











# PRHFA - AMENDMENT E - SRA - HOMEBUYERS ASSISTANCE PROGRAM

Final Audit Report

2023-01-20

Created:	2023-01-20
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
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-  Document emailed to blanca.fernandez@afv.pr.gov for signature  
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-  Email sent to dramos@vivienda.pr.com bounced and could not be delivered  
2023-01-20 - 8:51:12 PM GMT
-  Email viewed by blanca.fernandez@afv.pr.gov  
2023-01-20 - 8:51:36 PM GMT
-  Signer blanca.fernandez@afv.pr.gov entered name at signing as Blanca Fernandez  
2023-01-20 - 8:52:28 PM GMT
-  Document e-signed by Blanca Fernandez (blanca.fernandez@afv.pr.gov)  
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-  Document emailed to w.rodriguez@vivienda.pr.gov for signature  
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2023-01-20 - 8:57:26 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
2023-01-20 - 8:59:15 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)  
Signature Date: 2023-01-20 - 8:59:17 PM GMT - Time Source: server



✔ Agreement completed.

2023-01-20 - 8:59:17 PM GMT



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