



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

AMENDMENT D TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
PUERTO RICO HOUSING FINANCE AUTHORITY
Agreement No. 2019-000062
Amendment No. 2019-000062D



This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT ("AMENDMENT D")** is entered into this 21 day of April, 2023, 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. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **Puerto Rico Housing Finance Authority ("Subrecipient or "PRFHA")**, a public agency created under Act. 103, of August 11, 2001, as amended, 7 LPRA § 924 *et seq.*, known as the "Puerto Rico Housing Finance Authority 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 Guaynabo, Puerto Rico, collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on November 29, 2018, the Parties entered into a Subrecipient Agreement for the Low-Income Housing Tax Credits (LIHTC) Program for the amount of **ONE HUNDRED MILLION DOLLARS (\$100,000,000)**, registered as **Contract Number 2019-000062**. The Parties agreed on a performance period of **three (3) years** from the day of its execution, ending on **November 29, 2021**.

WHEREAS, the Agreement was amended on September 18, 2019, through **Amendment A**, registered as Contract No. 2019-000062A, to modify and amend certain terms and conditions of the Agreement, **Exhibit B** (Timeline and Performance Goals); **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) were replaced. **Exhibit E** (HUD General Provisions) was incorporated into the Agreement. The budget and term of the Agreement remained the same.

WHEREAS, the Agreement was amended on September 30, 2021, through **Amendment B**, registered as Contract No. 2019-000062B, to modify and amend certain terms and conditions of the Agreement, **Exhibit A** (Scope of Work), **Exhibit B** (Timeline and Performance Goals); **Exhibit C** (Key Personnel) **Exhibit D** (Budget); **Exhibit F** (HUD General Provisions-previously identified as Exhibit E) were replaced. Additionally, **Exhibit E** (Certification of Funds), **Exhibit F** (HUD General Provisions) **Exhibit G** (Special Conditions) and **Exhibit H** (Subrogation and Assignment Provisions) were incorporated into the Agreement. The total budget increased to **\$953,000,000.00**. The term of the Agreement was extended **two (2)** additional years, now ending on **November 29, 2023**.

WHEREAS, the Agreement was amended on December 15, 2021, through **Amendment C**, registered as Contract No. 2019-000062C, to modify and amend certain terms and conditions of the Agreement. Additionally, **Exhibit H** (Subrogation and Assignment Provisions) was amended. The budget and term of the Agreement remained the same.

WHEREAS, as per **Section VIII (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 D** 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 D**.

WHEREAS, the Subrecipient, in accordance with its enabling statute, Act. 103, of August 11, 2001, as amended, 7 LPRA § 924 et seq., has the legal power and authority to enter into this Amendment D, and by signing this Amendment, 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 herein, the PRDOH and the Subrecipient agree to execute this **AMENDMENT D** subject to the following:

TERMS AND CONDITIONS

II. SCOPE OF THE AMENDMENT

The Parties have agreed to amend **Exhibit C** (Key Personnel), and **Exhibit D** (Budget) of the Agreement. Additionally, for the purpose of clarity, position titles in Exhibits C and D will be aligned. These changes are necessary to maintain uniformity in the process of invoicing. Furthermore, the term of the agreement was extended for an additional **two (2)** years, ending now on **November 29, 2025**. The SRA budget was increased by **\$251,109,756.00**. Therefore, the new total budget for the SRA is **\$1,204,109,756.00**.

The **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement is being modified to accommodate the aforementioned time extension. **Section II Amendments, Section V. EFFECTIVE DATE AND TERM, Section IX. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AN THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, Section XII. CDBG-DR POLICIES AND PROCEDURES, and Section XIII. FORCE MAJEURE** of the Agreement are also being modified and updated. **Section XXXIII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION and Section XXXIV. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** were added to the Agreement. Additionally, certain terms and conditions of the Agreement are being amended, including modifying **Exhibit C** (Key Personnel), and **Exhibit D** (Budget). **Exhibit I** (Non-Conflict of Interest Certification) and **Exhibit E-I** (Certification of Funds) are being incorporated by reference into the Agreement.

III. 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:	Unique Entity ID #: FFMUBT6WCM1
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CDBG-DR Grantee Federal Award Date:	September 20, 2018
Federal Award project description:	See Exhibit A ("Scope of Work")
Subrecipient Contact Information:	Blanca P. Fernandez-Gonzalez Executive Director Puerto Rico Housing Finance Authority 638 Aldebaran St., Urb. Altamira San Juan, Puerto Rico 00920
Subrecipient Unique Identifier:	Unique Entity ID #: GLWEX1T5V3A31
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement. End Date: November 29, 2025
Funds Certification:	<ul style="list-style-type: none">Agreement No. 2019-000062, had a total budget of \$100,000,000¹.Amendment B, 2019-000062B, had a total budget of \$953,000,000. <p>Date: March 31, 2023 Authorized Amount: \$ 251,109,756.00 Funds Allocation: R01H13LIH-AFV-LM; R02H13LIH-AFV-LM Account Number: 6090-01-000 See Exhibit E-I ("Funds Certification")</p> <p>The new total budget of this Amendment D, 2019-000062D, is of \$1,204,109,756.00 (\$953,000,000 + \$251,109,756)</p>

b. **Section II. ATTACHMENTS** of the Agreement is being amended as follows:

[...]

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

¹ Quantity already included in Amendment B, with a budget of \$953,000,000

- c. **Section V. EFFECTIVE DATE AND TERM** of the Agreement is being replaced 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 **November 29, 2025***

*The End of Term shall be the later of: (i) **November 29, 2025**. (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 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.*

*The Subrecipient hereby acknowledges that this SRA is subject to the Grant Agreement between the Government of Puerto Rico or the PRDOH, and HUD ("**Grant Agreement**") and the availability of the allocated CDBG-DR funds. The Subrecipient also acknowledges and agrees that any suspension, cancellation, termination, or otherwise unavailability of the CDBG-DR allocation(s) shall result in the immediate suspension, cancellation, or termination of this SRA, upon PRDOH's notice.*

A. Contract Extensions:

PRDOH may extend the SRA's term for additional terms, upon mutual written agreement of the Parties. The term of this SRA 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 SRA cannot exceed the extension.

- d. The Parties agree to amend **Section IX. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AN THE TERMS AND CONDITIONS OF THE FEDERAL AWARD**, as follows:

[...]

*U. Moreover, the **Exhibit I** ("Non-Conflict of Interest Certification"), attached herein and made an integral part of this Agreement, outlines several situations that may reasonably be considered as conflicts of interest. The Subrecipient shall disclose and certify that, to the best of its knowledge, none of the situations exist or may exist at the date of the execution of the Agreement. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent, potential, or actual conflicts of interest related to CDBG-DR funded projects, activities, and/or operations.*

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- e. The Parties agree to amend **Section XII. CDBG-DR POLICIES AND PROCEDURES** as follows:

In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

- f. The Parties agree to amend **Section XIII. FORCE MAJEURE** as follows:

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the Contractor or Subrecipient shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The Contractor or Subrecipient shall notify the PRDOH in writing as soon as possible, but in any event within ten (10) business days of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The Contractor or Subrecipient may be entitled to reasonable adjustments in schedule, among other measures, in the foregoing circumstances. If non-performance continues for more than thirty (30) days, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the Contractor or Subrecipient.

- g. The Parties agree to add **Section XXXIII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** as follows:

The Subrecipient must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to

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maintain registration in SAM can impact obligations and payments under this Agreement.

- h. The Parties agree to add **Section XXXIV. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** as follows:

*The Subrecipient does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the Subrecipient acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Agreement, until the environmental review process is completed under PRDOH's satisfaction. The Subrecipient acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a **Notice to Proceed** from PRDOH.*

- i. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version of the **Exhibit C** (Key Personnel) hereto incorporated by reference into the Agreement (See **Attachment I**). Specifically, **Exhibit C** (Key Personnel) is amending the following:

- Title position of "Invoice and Preintervention Analyst/Analista de Preintervención y Facturación" was changed to "Fund and Billing Analyst".
 - The position of "Fund and Billing Analyst" was increased from two (2) resources, to nine (9).
- Eliminate the positions that were utilized by PRHFA at the onset of the LIHTC Program prior to the establishment of the CDBG-DR Funds Management Area. Currently, those positions are no longer relevant as their responsibilities have been transitioned to the CDBG-DR area. As such, a statement in Exhibit D Section 2 was included under II. Staffing-Transition PRHFA Employees. The positions that are being eliminated, are the following:
 - "Financial Support/Director de Contabilidad y Pre-Intervención",
 - "Legal Support/Director de Servicios Legales",
 - "Operations Assistant/Secretaría",
 - "Lead Underwriter/Oficial Financiamiento y Crédito Contributivo Senior"

- j. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version of the **Exhibit D** (Budget), hereto incorporated by reference into the Agreement (See **Attachment II**). Specifically, **Exhibit D** (Budget) is amending the following:

- Title position of "Invoice and Preintervention Analyst/Analista de Preintervención y Facturación" was changed to "Fund and Billing Analyst".
- Increase the budget assigned to the "Project Development Cost" line item with an additional commitment of CDBG-DR funds totaling \$245,000,000.00. The total "Project Costs" are to be increased to \$1,188,974,688.00.
- Increase the "Staffing Section" to the amount of \$10,230,040.00.
- Rename the "Professional Services" section line terms of "Legal Services", "Expert Advisory Services", "Inspection Services", and "Environmental Services" and are to be consolidated under the

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"Advisor Services and Technical Assistance" item, with a total budget of \$4,149,228.00.

- Rename the "Other Operating Section" to "Communications and Outreach" item to "Outreach & Communications Activities", and reduce the budget for said item from \$260,000.00 to \$250,000.00.
- In the "Other Operating Section", create "Workshops" line item to cover expenses related to meetings, seminars, symposiums, conferences, or events for CDBG-DR employees with a budget of \$10,000.00. The \$10,000.00 reduction to the "Outreach & Communication Activities" item will be redistributed to this new line item.
- Modify the "Other Operating Section" items to include "Office Supplies & Materials", "Travel", "Outreach & Communication Activities", "Office Rent & Utilities" and "Workshops".
 - The amounts for "Office Supplies & Materials" and "Office Rent & Utilities" were previously incorporated into the "Other Operating" item as "Supplies/Materials" and "Office Space and Utilities" respectively. These are to be separated into their own item and made part of the "Other Operating" Section with the corresponding budget amounts. The item "Other Operating" item is no longer included in this Section.
 - Budget for the "Office Supplies & Materials" shall remain at \$68,000.00.
 - Budget for the "Office Rent & Utilities" shall remain at \$342,00.00.
- Include an Equipment section with two (2) line items for Office Equipment and Office Furniture with the corresponding description with a budget total of \$75,800.00.
 - The budget amounts for "IT and Telephone Equipment" and "Multifunctional Printers (Printer, Scanner, Copier)", previously included in the "Other Operating" line item, are to be consolidated and the amounts relocated into the Office Equipment line of the Equipment Section for a total budget of \$60,800.00.
 - The budget amount of \$15,000.00 corresponding to the Office Furniture, previously included in the "Other Operating" line item, is to be relocated to the Equipment Section under "Office Furniture".
- The total SRA budget increased by \$251,109,756.00 Therefore, the new total budget for the SRA is \$1,204,109,756.00 to be distributed as follows:
 - Project Total Costs: \$1,188,974,688.00
 - Staffing: \$10,230,040.00
 - Professional Services: \$4,149,228.00
 - Other Operating: \$680,000.00
 - Equipment: \$75,800.00
- Additionally, a language was added under II. STAFFING TRANSITION PRHFA EMPLOYEES:

A Staffing -Transition PRHFA Employees section is being added to divide PRHFA career employees who began the LIHTC Program with those in the CDBG-DR Disaster Recovery Management Area. These positions will not be used again. However, it is necessary to have them for Staffing budget purposes.

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k. **Exhibit E-I** (Certification of Funds) of the Agreement is being incorporated into the Agreement (See **Attachment III**).

- Amendment B, 2019-000062B, had a total budget of **\$953,000,000.00**, which included the 2019-000062 budget of \$100,000,000. Exhibit E (Certification of Funds)
- Amendment D, 2019-000062D has a budget increase of **\$251,109,756.00**. Exhibit E-I (Certification of Funds) (**Attachment III**). The new total budget of this Amendment D, 2019-000062D, is of **\$1,204,109,756.00 (\$953,000,000 + \$251,109,756)**.

l. A new Exhibit, **Exhibit I** (Non-Conflict of Interest Certification) is also being incorporated by reference into the Agreement (See **Attachment IV**).

IV. SEVERABILITY

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

V. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT D** 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 D**.

VI. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this **AMENDMENT D** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT D** and any subsequent amendment hereto. The services object of this **AMENDMENT D** may not be invoiced or paid until this **AMENDMENT D** 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.

VII. 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.

VIII. 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.

SIGNATURES ON THE FOLLOWING PAGE

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IN WITNESS THEREOF, the Parties hereto execute this **AMENDMENT D** in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR

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By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Apr 21, 2023 17:45 EDT)
Name: Hon. William O. Rodríguez Rodríguez, Esq.
Title: Secretary

PUERTO RICO HOUSING FINANCE AUTHORITY

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By: Blanca Fernandez
Blanca Fernandez (Apr 20, 2023 17:54 EDT)
Name: Blanca P. Fernández-González
Title: Executive Director



EXHIBIT C

KEY PERSONNEL

CDBG-DR GAP TO LOW-INCOME HOUSING TAX CREDITS PROGRAM

PUERTO RICO HOUSING FINANCE AUTHORITY

Below is the Staffing Plan for the **CDBG-DR GAP TO LOW-INCOME HOUSING TAX CREDITS (LIHTC) PROGRAM**, which reflects a combination of existing employees or new hired employees dedicated for the **CDBG-DR Gap to LIHTC Program**.

I. Personnel Breakdown

Position Titles	Qty. of Resources	Allocated Time
Auxiliary Executive Director	1	*
Office System Administrator	3	*
Auxiliary Executive Director Assistant	2	*
CDBG-DR Gap to LIHTC Director	1	100%
Senior Officer	3	100%
Program Officer	3	100%
Reporting Officer	1	*
Legal Director	1	*
Legal Advisor	3	*
Technology Operation Director	1	*

Communications & Graphic Design Specialist	1	*
Systems Analyst	1	*
Engineer	2	100%
Fund Management Director	1	*
Fund and Billing Analyst	9	*
Accountant	1	*
Assistance Executive Director ¹	1	100%
Financial Support ¹	1	100%
Legal Support ¹	1	100%
Operations Assistant ¹	1	100%
Lead Underwriter ¹	2	100%

Total Max. Quantity of Resources 40

NOTE: Positions identified with an asterisk (*) belong to the CDBG-DR structure and, therefore, are dedicated to the CDBG-DR programs. Nonetheless, amount of time dedicated to a given CDBG-DR program on a monthly basis may vary based on current needs.

Positions identified with an (!) are in the process of transitioning their primary Program responsibilities to the Area of Administration for Disaster Recovery Funds personnel listed in the table and may continue to provide technical assistance as required by evolving Program needs.

II. Roles Description

Role	Description
Auxiliary Executive Director	Performs work at a professional level of considerable responsibility that consists of advising the Executive Director and other senior management executives regarding public policy, guidelines, and norms to be followed to establish and fulfill the mission, goals and objectives of the Puerto Rico Housing Finance Authority (PRHFA). Prepares or reviews regulations, procedures, administrative and mechanized systems, as well as general and fiscal controls. This, is in order to safeguard assets and ensure that the business, operations, and administrative processes are carried out effectively and efficiently. Participates in the strategic planning of the human and economic resources necessary to operate the PRHFA, as well as in relation to financing services or the area under their responsibility.
Office System Administrator	Performs work at a highly confidential professional level which main objective is to carry out and coordinate the administrative and secretarial aspects of the Office of the

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Role	Description
	Executive Director and the Operational and Business Areas of the PRHFA, as well as to serve as a liaison between the PRHFA and other government and private sector offices and agencies.
Auxiliary Executive Director Assistant	Performs work at a professional level of responsibility quite complex that consists of actively participating with the Executive Director and Area Directors in the formulation, development, and implementation of public policy for various administrative, programmatic, and operational services of the PRHFA. Provides advice and guidance to the Executive Director and Area Directors on administrative and programmatic matters. Evaluates policies and procedures established to ensure efficiency and effectiveness in the programs. Analyzes the needs of operational and administrative systems or controls, regulations, procedures, new services, and necessary forms in the different areas of operations. Advises, plans, and directs the development of studies on the systems and procedures of the different Bank units, subsidiaries, and affiliates. Coordinates the writing of operational procedures and design of forms. Prepares and evaluates program and service proposals and makes recommendations. Analyzes and investigates essential information that enables the Executive Director to make determinations regarding PRHFA guidelines or standards, as well as the impact on administrative and operational processes of changes that occur as a result of new laws, modifications, studies carried out, or recommendations of other units. Analyzes legislative projects and coordinates with the Legal Division the preparation of comments. Represents the Auxiliary Executive Director in public forums to assist in the communication of public policy. Serves as liaison with other departments, government agencies, and elected officials to public office when required. Supervises lower-ranking positions attached to the Office of the Executive Director, as they are delegated. Prepares reports and tables with viable recommendations.
CDBG-DR Gap to LIHTC Director	Performs work at a professional level that consists of directing, planning, coordinating, supervising and evaluating the services inherent to the attention of inquiries and guiding clients on the procedures, requirements and norms established to participate in the subsidies granted by the CDBG-DR Gap to Low Income Housing Tax Credits Program under the CDBG-DR Program administered by the PRHFA as subrecipient of the funds. Actively participates with the Deputy Director and the Assistant Executive Director of the Disaster Recovery Funds Administration Area in the implementation of the public policy of the Government of Puerto Rico related to the CDBG-DR Program.

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Role	Description
Senior Officer	Performs work at a professional level that consists of participating, coordinating, and serving as a group leader in the financial evaluation of affordable housing proposals under the CDBG-DR Program administered by the PRHFA as subrecipient of the funds.
Program Officer	Performs professional level work that consists of analyzing subsidy applications, answering inquiries and guiding clients on the procedures of the evaluation of affordable housing proposals under the CDBG-DR Program administered by the PRHFA as subrecipient of the funds.
Reporting Officer	Performs work at a professional and administrative level that consists of investigating, coordinating and developing responses and adequate mechanisms for the filling of reports and the distribution of information pertinent to the CDBG-DR Program administered by the PRHFA as subrecipient of the funds.
Legal Director	Performs work at a professional level in the field of Law that consists of directing, planning, coordinating, supervising and evaluating the services inherent to carrying out studies, legal analysis and research, and other legal services, as well as advising and representing the PRHFA in matters inherent to the services offered by the Disaster Recovery Administration Area on funds and grants provided by the CDBG-DR Program. Actively participates with the Deputy Director and Auxiliary Executive Director of the Disaster Recovery Funds Administration Area in the implementation of the public policy for the Government of Puerto Rico related to the CDBG-DR Program.
Legal Advisor	Performs work at a professional level in the field of Law that consists of conducting legal studies, analysis and research, as well as advising and representing the PRHFA in matters inherent to the CDBG-DR Program.
Technology Operation Director	Performs work at a professional level that consists of directing, planning, coordinating, supervising and evaluating the services inherent to the analysis of the needs or problems of the information systems of the Disaster Recovery Funds Administration Area of the PRHFA to provide manual or mechanized solutions to the business units. Makes sure that the requirements of the needs or problems of information systems are established in coordination with the divisions of the Area, through interviews or other information gathering techniques to present recommendations or solutions to be implemented. Directs and authorizes the development and implementation of business solutions integrated to information systems. Selects suppliers and authorizes the necessary coordination to offer business solutions for the PRHFA's Disaster Recovery Funds Administration Area. Reviews the analysis of the operational functions of the divisions of the Area and authorizes recommendations related to mechanization or changes in

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Amendment D to Subrecipient Agreement under the CDBG-DR Program
Between PRDOH and Puerto Rico Housing Finance Authority
CDBG-DR Gap to Low Income Housing Tax Credits Program
Exhibit C: Key Personnel

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Role	Description
	manual or mechanized processes. Directs and supervises the design and presentation of the operational design for the automated systems of the PRHFA's Disaster Recovery Funds Administration Area. Directs and supervises the design of solutions to improve business operations, in Client/Server platforms, web that includes the design flowchart. Authorizes the definitions of the specifications of the solutions (documents, reports, forms, files, databases, among others), as well as their documentation and operational processes, for the Client/Server platforms and the web of the PRHFA's Disaster Recovery Funds Administration Area. Makes sure that the system's documentation is kept up to date according to the changes made. Reviews the technical documentation related to the applications, as well as documentation on the use of applications for users of the PRHFA's Disaster Recovery Funds Administration Area.
Communications & Graphic Design Specialist	Performs professional level work in the field of communications and graphic design consisting of researching, writing, and editing press releases, articles, newsletters, brochures, speeches, books, publications, magazines and other material of educational information inherent to the CDBG-DR Program administered by PRHFA as subrecipient of the funds. Coordinates activities related to CDBG-DR Program funds administered by PRHFA. Coordinates and performs graphic design technical services for PRHFA's Disaster Recovery Funds Administration Area. Verifies the information for the design of the publications and prepares the artistic design for the publications. Reads the material to be published in order to design the ideal art for the content. Responsible for the drawing and design of illustrations, graphic material, invitations, announcement, decorations and all art material that will be required through a computerized system or by manual methods. Coordinates the phase of production and printing of the publications inherent to the funds and grants of the CDBG-DR Program.
Systems Analyst	Performs professional level work of a technical and specialized nature that consists of analyzing needs or problems of the information systems of the Disaster Recovery Funds Administration Area of the PRHFA inherent to the CDBG-DR Program to provide manual or mechanized solutions. Establishes, in coordination with the divisions of the Area, the requirements of the needs or problems of information systems and defines the specifications of the programs. Provides orientation, advice and support on the services it offers, according to changes in technology or new solutions that support the operations of the business. Documents operational requirements and processes for business solutions. Updates the documentation of the systems according to the changes made.

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Amendment D to Subrecipient Agreement under the CDBG-DR Program
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CDBG-DR Gap to Low Income Housing Tax Credits Program
Exhibit C: Key Personnel

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Role	Description
Engineer	Professional and specialized work of responsibility and complexity that consists providing engineering and inspection services to ensure that the developments are technically feasible, costs reasonable, and comply with applicable federal and local laws and regulations, as well as advising and representing the PRHFA in matters inherent to the CDBG-DR Program.
Fund Management Director	Performs work at a professional level that consists of directing, planning, coordinating, supervising and evaluating services inherent to the inputs of the management of the funds and subsidies, to the analysis, pre-intervention and processing of the disbursements of funds and subsidies, as well as the processing and pre-intervention of all invoices that are submitted to the federal government for the reimbursement of wages, benefits, operational expenses, indirect costs, among others, of the CDBG-DR Program administered by the PRHFA as subrecipient of the funds. Actively participates with the Deputy Director and the Assistant Executive Director of the Disaster Recovery Funds Administration Area in the implementation of the public policy of the Government of Puerto Rico related to the CDBG-DR Program.
Fund and Billing Analyst	Performs professional level work involving the management and accounting of funds and grants from the Homebuyer Assistance Program and the CDBG-DR Gap to Low Income Housing Tax Credits Program inherent to the CDBG-DR Program administered by the PRHFA as subrecipient.
Accountant	Performs work at a professional level that consists of the application of generally accepted accounting principles to analyze, review and record in the books and accounting applications accounts, transactions and accounting and financial operations inherent to the accounting activities of the funds allocated by the CDBG-DR Program administered by the PRHFA as subrecipient.
Assistance Executive Director ¹	Authorized to sign agreements (MOUs and others) with the PRDOH and prepare regulations, procedures, administrative and mechanized systems, as well as general and fiscal controls. This, to safeguard assets and ensure that the business, operations, and administrative processes are carried out effectively and efficiently. Participates in the strategic planning of the human and economic resources necessary to operate the PRHFA, as well as in relation to financing services or the area under their responsibility. Provides technical assistance to the Assistant Executive Director for the CDBG-DR Fund Management Area.
Financial Support ¹	Manager from Finance Department of the PRHFA who pre-intervention support to the Fund Management Director and technical assistance as required.

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Role	Description
Legal Support	Performs work at a professional level in the field of Law that consists of directing, planning, coordinating, supervising and provides technical assistance and legal support for the CDBG-DR Programs and is also responsible for the legal representation of the Puerto Rico Housing Finance Authority
Operations Assistant ¹	Performs work at a highly confidential professional level which main objective is to carry out and coordinate the administrative and secretarial aspects of the Office of the Executive Director, and provides operational assistance for this Program and other duties as required.
Lead Underwriter ¹	Performs underwriting and coordinate the financial evaluation and analysis of projects under this Program and other duties as required.

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EXHIBIT D BUDGET

CDBG-DR GAP TO LOW-INCOME HOUSING TAX CREDITS PROGRAM

PUERTO RICO HOUSING FINANCING AUTHORITY

DESCRIPTION

The CDBG-DR Gap to Low Income Housing Tax Credits Program (**LIHTC**) will have a budget of one billion, two hundred and thirteen million dollars (**\$1,213,000,000.00**). However, the Program has assigned the Subrecipient under this Agreement an amount of one billion two hundred and four million one hundred and nine thousand seven hundred and fifty-six dollars (**\$1,204,109,756.00**). Funding in this Agreement will be 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 LIHTC Program is primarily dedicated toward Project Costs to provide gap funding to expand other public and private financing for the construction of affordable rental housing units under the LIHTC Program with a current amount of nine hundred and forty-three million nine hundred and seventy-four thousand six hundred and eighty-eight dollars (**\$943,974,688.00**).

The PRHFA will utilize data from the LIHTC 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 LIHTC.

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 one billion one hundred and eighty-eight million nine hundred and seventy-four thousand six hundred and eighty-eight dollars (**\$1,188,974,688.00**) of the CDBG-DR funds for the LIHTC will be directed toward Project Costs. PRDOH expects that this Program will primarily use one (1) HUD National Objectives: Low and Moderate Income.

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

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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 Deliver/ 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.

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PROJECT		\$1,204,109,756.00
PROJECT		
Project Development Costs	Project Development Costs	\$693,974,688.00
Project Development Costs Set Aside (AVP)	Project Development Costs Set Aside (AVP)	\$250,000,000.00
Project Development Costs	Project Development Costs	\$245,000,000.00
TOTAL COSTS		\$1,188,974,688.00
PROJECT ACTIVITY DELIVERY COSTS		
Staffing	Charges for salaries and wages, including a compensation fringe benefit for personnel required to administer the Program.	\$10,230,040.00
Professional Services	Procured services that will assist in the delivery and implementation of the CDBG-DR Gap to Low Income Housing Tax Credits Program.	\$4,149,228.00
Other Operating	Operational costs will include office lease and utilities, outreach expenses, office materials and supplies, travel, workshops, postage, and printing services.	\$680,000.00
Equipment	Tangible or intangible assets used in operation have a useful life of more than one year.	\$75,800.00
TOTAL COSTS		\$15,135,068.00
GRAND TOTAL		\$1,204,109,756.00

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BUDGET DETAIL

I. STAFFING

Position	Qty. of Resources [A]	Estimated Hours per month per Resource [B]	Estimated Hourly Rate [C]	Estimated Monthly Cost [D=AxBxC]
Auxiliary Executive Director	1	162.5	\$30.99	\$5,036.00
Office System Administrator	3	162.5	\$15.61	\$7,612.00
Auxiliary Executive Director Assistant	2	162.5	\$28.89	\$9,388.00
CDBG-DR Gap to LIHTC Director	1	162.5	\$57.77	\$9,388.00
Senior Officer	3	162.5	\$40.46	\$19,723.00
Program Officer	3	162.5	\$34.71	\$16,923.00
Reporting Officer	1	162.5	\$22.01	\$3,577.00
Legal Director	1	162.5	\$28.89	\$4,694.00
Legal Advisor	3	162.5	\$22.92	\$11,175.00
Technology Operation Director	1	162.5	\$28.88	\$4,693.00
Communications & Graphic Design Specialist	1	162.5	\$11.78	\$1,915.00
Systems Analyst	1	162.5	\$12.61	\$2,049.00
Engineer	2	162.5	\$55.64	\$18,084.00
Fund Management Director	1	162.5	\$28.88	\$4,693.00
Fund and Billing Analyst	9	162.5	\$29.06	\$42,494.00
Accountant	1	162.5	\$14.53	\$2,361.00
Assistance Executive Director**	1	162.5	\$28.89	\$4,694.00
Total Maximum Monthly Cost:				\$168,499.00
Subtotal Cost for 5 Years (60 Months):				\$10,109,940.00

*Estimate amount in rate, hours, and monthly cost, could vary based on actual need and work performed on the program.

Position identified with an () is in the process of transitioning their primary Program responsibilities to the Area of Administration for Disaster Recovery Funds personnel listed in the table and may continue to provide technical assistance as required by evolving Program needs.

II. STAFFING - TRANSITION PRHFA EMPLOYEES

Position	Qty. of Resources [A]	Total Cost
Financial Support / Director Contabilidad y Pre-intervencion	1	\$1,000.00
Legal Support / Director de Servicios Legales	1	\$8,000.00
Operations Assistant / Secretaria	1	\$57,100.00
Lead Underwriter / Oficial Financiamiento y Crédito Contributivo Senior	2	\$54,000.00
Subtotal Cost:		\$120,100.00
Total Cost Staffing for 5 Years (60 Months):		\$10,230,040.00

A Staffing – Transition PRHFA Employees section is being added to divide PRHFA career employees who began the LIHTC Program with those in the CDBG-DR Disaster Recovery Management Area. These positions will not be used again. However, it is necessary to have them for Staffing budget purposes.

III. PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Advisory Services and Technical Assistance	Advisory Services and Technical Assistance to support implementation of the LIHTC program and build capacity of program personnel.	\$ 4,149,228.00
Total Budget for Services to be Contracted:		\$ 4,149,228.00

IV. OTHER OPERATING

Item Name	Item Description	Budget
Office Rent & Utilities	Office space lease agreement, common area maintenance, parking, and utilities for unique CDBG-DR office.	\$342,000.00
Office Supplies & Materials	Purchased materials and supplies needed to deliver the program, including but not limited: pens, pencil, paper, staplers, whiteboards, post it, and any others related materials and supplies for the CDBG-DR Staff.	\$68,000.00
Outreach & Communications Activities	Communications, marketing events, postage, advertisements, marketing materials and public notices of the program.	\$250,000.00
Travel	Travels expenses for the staff of the program, including but not limited: mileage, meals and toll fees.	\$10,000.00
Workshops	Meetings, seminars, symposiums, conference, or events whose primary purpose is the dissemination of information that is necessary and reasonable for successful performance under the federal award.	\$10,000.00
Total Expenses Budget:		\$680,000.00

V. EQUIPMENT

Item Name	Item Description	Budget
Office Equipment	Computers, mice, keyboards, software licenses, telephones, hotspot, IT, multifunctional printers, Wi-Fi, and any other related office equipment for the CDBG-DR spaces for the program.	\$60,800.00
Office Furniture	Office workstations and chairs, filing cabinets, conference table and chairs, whiteboard, and other any other related office furniture's for the CDBG-DR spaces for the program.	\$15,000.00
Total Expenses Budget:		\$75,800.00

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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 redistribution of funds as described here shall be considered binding and will not require an amendment to this Subrecipient Agreement.

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Contract Code: cc5420-d
Type: Change Order A_V2
Original Registered Code: 2019-000062

CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

Contracting Of: PUERTO RICO HOUSING FINANCE AUTHORITY
Source of Funds: 14.228 CDBG Funds
For: Amendment D to 2019-000062
Amount: \$251,109,756.00

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	Housing	r01h13lih-afv-lm	H - Program Subsidy	6090-01-000	\$1,109,756.00
B-18-DP-72-0001	Housing	r02h13lih-afv-lm	H - Program Subsidy	6090-01-000	\$250,000,000.00
					<u>\$251,109,756.00</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 - 03/29/2023
Electronic Approval
Budget Manager

Jackzaira Vega Signed Date - 03/31/2023
Electronic Approval
Finance Director

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



EXHIBIT I

NON-CONFLICT OF INTEREST CERTIFICATION

LOW INCOME HOUSING TAX CREDITS (LIHTC)

PUERTO RICO HOUSING FINANCE AUTHORITY

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."

Blanca Fernandez

Blanca Fernandez (Apr 20, 2023 17:54 EDT)

Signature

4/20/2023

Date

Blanca P. Fernández-González

Printed Name

Executive Director

Position

AMENDMENT D PRHFA

Final Audit Report

2023-04-21

Created:	2023-04-19
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnR3IPw-uFplrBXI-BxU0upFEskSf5JZ3

"AMENDMENT D PRHFA" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2023-04-19 - 12:53:05 PM GMT
-  Document emailed to blanca.fernandez@afv.pr.gov for signature
2023-04-19 - 12:55:42 PM GMT
-  Email viewed by blanca.fernandez@afv.pr.gov
2023-04-20 - 4:59:25 PM GMT
-  Signer blanca.fernandez@afv.pr.gov entered name at signing as Blanca Fernandez
2023-04-20 - 9:54:46 PM GMT
-  Document e-signed by Blanca Fernandez (blanca.fernandez@afv.pr.gov)
Signature Date: 2023-04-20 - 9:54:48 PM GMT - Time Source: server
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature
2023-04-20 - 9:54:49 PM GMT
-  Email viewed by w.rodriguez@vivienda.pr.gov
2023-04-21 - 9:45:05 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2023-04-21 - 9:45:46 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2023-04-21 - 9:45:48 PM GMT - Time Source: server
-  Agreement completed.
2023-04-21 - 9:45:48 PM GMT

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