GOVERNMENT OF PUERTO RICO DEPARTMENT OF HOUSING

AMENDMENT F

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

GAP TO LOW-INCOME HOUSING TAX CREDITS PROGRAM

AMENDMENT F TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND THE

PUERTO RICO HOUSING FINANCE AUTHORITY (PRHFA)

Contract No. 2019-000062 Amendment No. 2019-000062F



<u>BF</u>



This AMENDMENT F TO THE SUBRECIPIENT AGREEMENT (AMENDMENT F) is entered into this 20 day of December , 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 Guaynabo, Puerto Rico; and the Puerto Rico Housing Finance Authority (Subrecipient or PRHFA), 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 San Juan, 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 (\$100,000,000.00), registered as Contract Number 2019-000062 (Agreement). The Parties agreed on a performance period of thirty-six (36) months from the day of its execution, ending on November 29, 2021.

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

WHEREAS, on September 30, 2021, the Agreement was amended through Amendment B, registered as Contract No. 2019-000062B, to modify and amend certain terms and conditions of the Agreement. Additionally, 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. Exhibit E (Certification of Funds), Exhibit G (Special Conditions), and Exhibit H (Subrogation and Assignment Provisions) were incorporated into the Agreement. The total budget increased to nine hundred fifty-three million dollars (\$953,000,000.00) and the term of the Agreement was extended for an additional twenty-four (24) months, ending on November 29, 2023.

WHEREAS, on December 15, 2021, the Agreement was amended 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, on April 21, 2023, the Agreement was amended through Amendment D, registered as Contract No. 2019-000062D, to modify and amend certain terms and conditions of the Agreement. Additionally, Exhibit C (Key Personnel) and Exhibit D (Budget) were amended. Moreover, Exhibit I (Non-Conflict of Interest Certification) and Exhibit E-I (Certification of Funds) were incorporated into the Agreement. The total budget increased to one billion two hundred four million one hundred nine thousand seven hundred fifty-six dollars (\$1,204,109,756.00). In addition, the term of the Agreement was extended for an additional period of twenty-four (24) months, ending on November 29, 2025.

BF

WORR WORR

WHEREAS, on September 18, 2023, the Agreement was amended through Amendment E, registered as Contract No. 2019-000062E, to modify and amend certain terms and conditions of the Agreement. Exhibit D (Budget), and Exhibit F (HUD General Provisions) were amended. Additionally, Exhibit E-II (Certification of Funds) was incorporated into the Agreement, and the total budget increased to one billion two hundred sixty-four million one hundred nine thousand seven hundred fifty-six dollars (\$1,264,109,756.00). The 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 F** 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 F**.

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 F**, 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 F** subject to the following:

TERMS AND CONDITIONS

II. SCOPE OF THE AMENDMENT

The Parties have agreed to replace the following Exhibits: **Exhibit B** (Timeline and Performance Goals) to align with the actual operating needs of the LIHTC Program, and **Exhibit C** (Key Personnel) to align staffing levels with the actual operating needs of the LIHTC Program.

Furthermore, **Exhibit D** (Budget) will be modified to increase the budget assigned to the **Project Development Cost** (Grant Funding) Item, increase the budget assigned to the Staffing Item, and modify tables detailing staffing costs to align staffing levels with the actual operating needs of the LIHTC Program.

In addition, **Exhibit E-III** (Certification of Funds) is being incorporated into the Agreement to reflect the budget increase. The new total budget for the SRA is **one billion four hundred six million six hundred nine thousand seven hundred fifty-six dollars** (\$1,406,609,756.00). As a result, the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement is being modified to display the budget increase.

III. AMENDMENTS

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

BF

WORK

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 Identifier:	Unique Entity ID #: FFNMUBT6WCM1		
Federal Award project description:	See Exhibit A ("Scope of Work")		
Subrecipient Contact Information:	Blanca P. Fernández-González Executive Director Puerto Rico Housing Finance Authority 638 Aldebaran St., Urb. Altamira San Juan, Puerto Rico 00920		
Subrecipient Unique Identifier:	Unique Entity ID #: GLWEX1T5V3A3		
Subaward Period of Performance:	Start Date: Effective Date, as defined in Section V of the Agreement. End Date: November 29, 2025		
	 Agreement No. 2019-000062, had a total budget of \$100,000,000.00. Amendment B, 2019-000062B, had a total budget of \$953,000,000.00. Amendment D, 2019-000062D, had a total of \$1,204,109,756.00. Amendment E, 2019-000062E, had a total of \$1,264,109,756.00. 		
Funds Certification:	Date: December 13, 2023 Authorized Amount: \$142,500,000.00 Funds Allocation: r02h13lih-afv-lm Account Number: 6090-01-000 See Exhibit E-III ("Funds Certification") The new total budget of this Amendment F, Contract No. 2019-000062F, is \$1,406,609,756.00 (\$142,500,000.00 + 1,264,109,756.00)		

b. The ATTACHMENTS in the Agreement are being amended as follows:

Exhibit A Scope of Work

Exhibit B Timeline and Performance Goals

Exhibit C Key Personnel

Exhibit D Budget

Exhibit E Funds Certification

EXHIBIT E-I Funds Certification

EXHIBIT E-II Funds Certification

EXHIBIT E-III Funds Certification

Exhibit F HUD General Provisions

Exhibit G Special Conditions

Exhibit H Subrogation and Assignment Provisions

c. **Exhibit B** (Timeline and Performance Goals) of the Agreement is being replaced by an updated version of **Exhibit B** (Timeline and Performance Goals), hereto incorporated by reference into the Agreement (See **Attachment I**).

- d. **Exhibit C** (Key Personnel) of the Agreement is being replaced by an updated version of **Exhibit C** (Key Personnel), hereto incorporated by reference into the Agreement (See **Attachment II**).
- e. **Exhibit D** (Budget) of the Agreement is being replaced by an updated version of **Exhibit D** (Budget), hereto incorporated by reference into the Agreement (See **Attachment III**). Specifically, **Exhibit D** (Budget) is amending the following:
 - Increase the budget assigned to the "Project Development Cost" (Grant Funding) Item to \$1,389,843,949.00, increase the budget assigned to the "Staffing Item", for a new total of \$11,860,779.00, and modify tables detailing staffing costs to align staffing levels with the actual operating needs of the LIHTC Program.
- f. **Exhibit E-III** (Certification of Funds) is being incorporated by reference into the Agreement to reflect the budget increase of \$142,500,000.00 that results in the new total budget for this Agreement of \$1,406,609,756.00. (See **Attachment IV**).

IV. SEVERABILITY

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

V. SECTION HEADINGS AND SUBHEADINGS

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





VI. COMPTROLLER REGISTRY

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

BF



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.

IX. 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 **AMENDMENT F** (See **Attachment V**).

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

PUERTO RICO DEPARTMENT OF HOUSING CDBG-DR Grantee

By: William O. Rodríguez Rodríguez

By: William O. Rodríguez (Dec 20, 2023 19:13 AST)

Name: William O. Rodríguez Rodríguez

Title: Secretary

PUERTO RICO HOUSING FINANCE AUTHORITY Subrecipient

By: Blanca Fernandez

By: Blanca Fernandez (Dec 20, 2023 16:23 AST)

Name: Blanca P. Fernández-González

Title: Executive Director



EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

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

PUERTO RICO HOUSING FINANCE AUTHORITY



1. PROGRAM OBJECTIVE:



The CDBG-DR Gap to Low-Income Housing Tax Credits (**Gap to LIHTC**) Program will provide the funding required to spur development and replenish the current inventory of new or rehabilitated, resilient, and affordable rental housing. The Gap to LIHTC Program's objective is to leverage LIHTC to extend the impact of CDBG-DR funding with the aim of increasing the inventory of affordable single family, multifamily and elderly rental units. The Puerto Rico Department of Housing (**PRDOH**) intends to optimize the use of CDBG-DR funds by providing gap funding – by means of either a grant or loan – to leverage available LIHTC's to develop or rehabilitate affordable rental housing.

The Gap to LIHTC Program aims to benefit the island's Low- to Moderate Income (LMI) population (households whose total income is below eighty percent (80%) of the Area Median Family Income (AMFI) according to the HUD Modified Income Limits for CDBG-DR Puerto Rico). 24 C.F.R. § 570.483(b)(3). The National Objective will be realized when each Project is affordable to, and occupied by, at least fifty one percent (51%) LMI households, as defined by the adjusted income limits for Puerto Rico.

2. TERMS:

- **Developer:** Any individual, association, corporation, joint venture, or partnership undertaking a LIHTC development under the Gap to LIHTC Program. When referring to the operational aspect of a project the applicable entity may be the Owner.
- **Key Objective** The major objectives of the Gap to LIHTC Programs.
- **Key Activity** The activities necessary to carry out the Objective(s).
- Indicator The quantitative method used to demonstrate that the Key Activities have been performed.
- Source of Verification The documentation used to verify that the indicators have been met, and thus the activities are complete.
- Target The goal for each of the indicators.
- **Timeline** The expected completion date or timeframe for each Key Activity.

Amendment F to Subrecipient Agreement
Between PRDOH and Puerto Rico Housing Finance Authority
For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR
Exhibit B: Timelines and Performance Goals
Page 2 / 8

3. TIMELINES & PERFORMANCE GOALS

3.1 OBJECTIVE 1: DEVELOPMENT OF RENTAL HOUSING UNITS TO LMI BENEFICIARIES

	KEY OBJECTIVE #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
BF bf <u>WOR</u> ? worr	Development of rental housing units to LMI beneficiaries	1.1 Developer applies to the LIHTC and Gap to LIHTC Programs and is evaluated by PRHFA	# of applications submitted for LIHTC 9% and # of applications with an initial reservation # of applications submitted for LIHTC 4% and # of applications with an initial reservation		X applications X applications	Notice of Funding Availability Cycle until funds exhaustion or end of GAP to LIHTC Program
			# of applications submitted for LIHTC PRPHA Set-Aside Projects and # of applications an initial reservation % of applications received notifications from PRHFA	PRHFA issued notice.	X applications 100% of Applicants receive in writing an initial notification of Tax Credits and CDBG-DR funds or lack thereof.	
		1.2 Applications go through the review and award process	# of contractual packages submitted to FOMB	Bi-weekly Evaluation Tracker	X applications	Monthly – until funds exhaustlon or end of Gap to LIHTC Program

Amendment F to Subrecipient Agreement
Between PRDOH and Puerto Rico Housing Finance Authority
For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR
Exhibit B: Timelines and Performance Goals
Page 3 / 8

×						age 3 / 8
	KEY OBJECTIVE #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
		1.3 Execution of CDBG-DR Agreement	# of executed agreements for LIHTC 9%	Grant/Loan Agreement Signed	X of the applications that execute a Grant/Loan Agreement	Monthly – until funds exhaustion or end of Gap to
	:		# of executed agreements for LIHTC 4% # of executed		X of the applications that execute a Grant/Loan Agreement	LIHTC Program
			agreements for LIHTC PRPHA Set- Aside Projects		X of the applications that execute a Grant/Loan Agreement	
RR	-	1.4 Unit Construction	Coordinate pre- construction meetings with each Developer.	Meeting Minutes/Attendance Sheets	X pre-construction meeting held	Monthly – until funds exhaustion or end of Gap to
:			All projects are expected to begin construction within forty-five (45) to sixty (60) days after the CDBG-DR Grant Agreement is signed.	Monthly Progress Reports		LIHTC Program
			Per project # submitted workplan		981 units constructed	
			# under construction # completed for Gap to LIHTC 9%			
			# submitted workplan # under construction		2,539 units constructed	

BF.

WORR

Amendment F to Subrecipient Agreement
Between PRDOH and Puerto Rico Housing Finance Authority
For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR
Exhibit B: Timelines and Performance Goals
Page 4 / 8

	KEY ÖBJECTIVE #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	age 4 / 8
			# completed for Gap to LIHTC 4% # submitted workplan # under construction # completed for Gap to LIHTC PRPHA Set Aside		752 units constructed	
BF BF WORN	2	1.5 Construction End and Project Closeout	Avg # of days to provide Certification of Occupancy #Certificates of Occupancy for Gap to LIHTC 9% # Certificates of Occupancy for Gap to LIHTC 4% # Certificates of Occupancy for Gap to LIHTC PRPHA Set-Aside	Certification of Occupancy ¹ ("Permiso de Uso")	X projects completed 10 days upon receipt X of units with a Certificate of Occupancy	Within ten (10) days of receipt

¹ Certification must be from a qualified registered architect or professional engineer stating that the units constructed are in full compliance with construction documents and federal and state applicable regulations.

Amendment F to Subrecipient Agreement
Between PRDOH and Puerto Rico Housing Finance Authority
For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR
Exhibit B: Timelines and Performance Goals
Page 5 / 8

3					i de la companya de La companya de la co	age 5 / 8
	KEY OBJECTIVE #1	KEY ACTIVITY	INDICATOR	SOURCE OF VERIFICATION	TARGET	TIMELINE
<u>BF</u> WORK			# of closeout packages for Gap to LIHTC 9% # of closeout packages for Gap to LIHTC 4% # of closeout packages for Gap to LIHTC PRPHA Set Aside	Approved closeout package	1 per completed project	Within sixty (60) days upon completion up to end of Q4 2025
ORR .		1.6 Affordability Period	# of units occupied	Land Use Restrictive Agreement (LURA) for Projects with executed Grant Agreements or Annex K (Declaration of Land Use Restrictive Covenants for Low- Income Housing Tax Credits) of the Project's NOFA Application Package	# as established in approved workplan	Annually until 2040
			% of LMI occupancy	LIHTC's Quarterly Outcomes Report	At least 51% of the Projects' total units occupied by LMI households.	Annually until 2040

Amendment F to Subrecipient Agreement
Between PRDOH and Puerto Rico Housing Finance Authority
For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR
Exhibit B: Timelines and Performance Goals
Page 6 / 8

3.1.1. <u>KEY ACTIVITY 1.1 DEVELOPER APPLIES TO THE LIHTC AND GAP TO LIHTC PROGRAMS AND IS EVALUATED BY PRHFA</u>

The PRHFA will announce the Qualified Allocation Plan funding cycle for LIHTCs. Contingent on available CDBG-DR funding, PRHFA will plan subsequent funding rounds and continue to address the increased need for affordable housing stock. CDBG-DR funds, in conjunction with LIHTCs and other financing, will be leveraged to maximize funding sources and create projects that accomplish multiple goals.

As part of the application process, all applicants must submit a complete application, and all required supporting documentation required by the PRHFA to perform the project evaluation as outlined in the Gap to LIHTC Program Guidelines. PRHFA will provide PRDOH with copies of all required documentation and information as specified in Federal Register Vol. 83, No. 28 issued February 09, 2018 (83 FR 5844) for posting on PRDOH Disaster Recovery Website (www.cdbg-dr.pr.gov). The CDBG-DR initial funding reservation will be based upon the threshold review, point ranking evaluation, environmental review, technical and financial feasibility reviews, and any other applicable factors as determined by PRHFA and PRDOH.

3.1.2. <u>KEY ACTIVITY 1.2 APPLICATIONS GO THROUGH THE REVIEW AND AWARD PROCESS</u>

PRHFA will diligently review all Gap to LIHTC Program applications submitted and will verify that the LIHTC project(s) comply with all applicable laws and regulations governing the use of CDBG-DR funds. Furthermore, to determine that the project meets the Gap to LIHTC Program's eligibility, PRHFA must conduct the following:

- 1. Work with PRDOH to ensure that Projects are environmentally reviewed and cleared.
- 2. Complete Technical Feasibility and Cost Evaluation Review of each Application, and sufficiently documented.
- 3. Facilitate tax-exempt financing.
- 4. Create Grant or Loan Agreement templates.
- 5. Verify insurance specifications and bond requirements.

Additional duties include but are not limited to:

- Gather, review, coordinate and execute closing agreements for each awarded Project, including submission of contractual packages to Financial Oversight and Management Board (FOMB) for Puerto Rico. Any information request from the FOMB must be responded within three (3) business days.
- Provide percentage (%) of applications sent to Legal and FOMB.
- Develop and track budget.
- Create tracking systems and evaluate expenditure rates.

BF.



Amendment F to Subrecipient Agreement
Between PRDOH and Puerto Rico Housing Finance Authority
For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR
Exhibit B: Timelines and Performance Goals
Page 7 / 8

Ensure CDBG-DR Awards meet LIHTC's rent and income limits, use, and compliance monitoring limitations.

3.1.3. KEY ACTIVITY 1.3 EXECUTION OF CDBG-DR AGREEMENT

The CDBG-DR Grant Agreement is executed between PRHFA and the Developer receiving CDBG-DR funds from the Gap to LIHTC Program. All existing LIHTC projects under this Program will be required to submit a new proposal as part of the CDBG-DR Agreement. This proposal shall include, but is not limited to, a revised development funding plan accounting for the costs and timeline of implementing the CDBG-DR requirements, an updated design and plan specifications, updated threshold review documentation (i.e. Designer's Preliminary Opinion Letter, Valid Construction Permit, etc.), and other documentation as requested by PRHFA.

<u>BF</u>

WORR

Developers receiving CDBG-DR funds must ensure compliance with all applicable requirements according to the respective funding sources.

3.1.4. KEY ACTIVITY 1.4 UNIT CONSTRUCTION

All projects are expected to begin construction within forty-five (45) to sixty (60) days after the CDBG-DR Grant Agreement is signed. The completion period will vary depending on the type of LIHTC approved for each project:

- New construction projects with 9% LIHTC: are expected to be placed in service no later than the close of the second calendar year following the calendar year in which the 9% LIHTC allocation is made.
- New construction projects with 4% LIHTC and tax-exempt financing: Section 42 of
 the Internal Revenue Code does not require a specific period for construction
 completion (placed-in-service in PR). Project owners will request the issuance of
 the four percent (4%) LIHTC allocation certificate after the construction is finalized.
- All LIHTC Acquisition & Substantial Rehabilitation projects (9% and 4%-Tax Exempt):
 24-month period the project owner selects and placed-in-service at the end of such period (or shorter period at the project owner's election).

CDBG-DR funds, as per Federal Register must be expended within the term of the SRA.

Prior to the commencement of any construction activities, PRHFA shall coordinate preconstruction meetings with each Developer to ensure that the project plans and expectations are clearly established and communicated. The Developer must provide all required documentation prior to the commencement of construction.

Upon commencing construction, PRHFA will provide PRDOH with monthly progress reports as part of the submitted invoice packages from the Developer.

Submitted invoice packages must include all required supporting documents, e.g. monthly reports, timesheets, invoice and photo evidence, expense plan, work

Amendment F to Subrecipient Agreement
Between PRDOH and Puerto Rico Housing Finance Authority
For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR
Exhibit B: Timelines and Performance Goals
Page 8 / 8

projections, etc. If PRHFA determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.

3.1.5. KEY ACTIVITY 1.6 CONSTRUCTION END AND PROJECT CLOSEOUT

Upon completion of each Project, PRHFA will perform a final survey of the premises and submit to PRDOH for each Project. For the Project(s) to be considered "complete", the following milestones must be achieved;

- Perform close-out of Grants and/or Loans.
- Submit Certificate of Occupancy ("Permiso de Uso").

Developers will be responsible for providing proof that PRHFA's and PRDOH's closing conditions have been fulfilled.

The Project is considered complete upon issuance of the Notice of Completion. This document demonstrates satisfactory completion of construction and adherence to applicable closing conditions.

3.1.6. KEY ACTIVITY 1.6 AFFORDABILITY PERIOD

Projects funded through the Gap to LIHTC Program must maintain affordable housing in accordance with the affordability period and levels required by 83 FR 40314, or the affordability period and levels upon which their LIHTC award was conditioned, whichever are more stringent. Affordability periods outlined in 83 FR 40314 are as follows:

- Rehabilitation or reconstruction of multi-family rental projects with **eight (8)** or more units must remain affordable for a period of no fewer than **fifteen (15) years**.
- New construction of multi-family rental projects with **five (5)** or more units must remain affordable for a period of no fewer than **twenty (20) years.**

LIHTC compliance periods and affordability levels are specified in the property's Carryover Allocation Agreement with PRHFA and are specific to each property.

To be considered an eligible housing activity under CDBG-DR funding, rental housing must be occupied by LMI households. The rent must be considered "affordable" to meet this criterion. PRHFA will monitor compliance with the affordability period and enforce provisions of the CDBG-DR Grant Agreement. In the case of noncompliance, PRDOH will take appropriate measures to address the noncompliance as outlined in the Program Guidelines and the executed CDBG-DR Grant Agreement.

END OF DOCUMENT

BF BF





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 existing employees or new hired employees dedicated for the 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%
Reporting Officer*	1	*
Legal Director *	1	*
Legal Advisor*	3	*
Technology Operation Director*	1	*
Communications & Graphic Design Specialist*	1	*
Database Specialist*	1	*
Systems Analyst*	1	*
Engineer	ī	100%
Fund Management Director*	1	*
Fund and Billing Analyst*	5	*
Accountant*	1	*
Assistance Executive Director **	1	100%
Financial Support	1	100%
Legal Support 1	1	100%
Operations Assistant 1	1	100%
Lead Underwriter 1	2	100%
Program Officer ***	1	100%

Amendment F to Subrecipient Agreement
Between PRDOH and Puerto Rico Housing Finance Authority
For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR
Exhibit C: Key Personnel
Page 2 / 7

NOTE:

Positions identified with an (*) belong to the CDBG-DR structure and provide services to all the CDBG-DR programs administered by PRHFA. Therefore, the Estimated Hours per Month dedicated to a given CDBG-DR program will depend on evolving Program needs.

Position identified with an (**) completed 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.

Positions identified with an (1) are part of Staffing – Transition PRHFA Employees. Such a section was added to divide the PRHFA career employees who began the HBA Program and those in the CDBG-DR Disaster Recovery Management Area. These positions will not be used again. However, it is necessary to list them for Staffing budget purposes.

Positions identified with an (***) are part of section Staffing - Removed Billed Positions. Such a section is being added to identify positions that were previously occupied but have become unnecessary and are now being removed. These positions will not be used again. However, it is necessary to list them for Staffing budget purposes.

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, 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 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

<u>B</u>F



Role	Description
	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.
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.
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.

1

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

Page 4 / 7

Role	Page 4 / / Description
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 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 on the use of applications, as well as documentation on the use of applications for users of the PRHFA's Disaster Recovery Funds Administration Area.

PRHFA's Disaster Recovery Funds Administration Area.

Amendment F to Subrecipient Agreement Between PRDOH and Puerto Rico Housing Finance Authority For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR

Exhibit C: Key Personnel

Page 5 / 7

Role	Description
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
Database Specialist*	Performs work at a professional and specialized level of responsibility and complexity that consists of offering leadership and strategic direction in the implementation of the data architecture and quality integration of the Disaster Recovery Funds Administration Area of the PRHFA inherent to the CDBG-DR Program. Participates in the development and dissemination of the data model and security standards that must be applied. Ensures that the correct definition for data access control is established through the protection mechanisms established. Responsible for developing a "map" that describes the target architecture, the migration path of the current data management profile that the data follows, and the connection interfaces of the databases. Develops, implements, and communicates the data quality indicators and makes the recommendations to follow to maintain the quality levels. Manages the databases for the platforms and the products or applications used for the operations of the Disaster Recovery Funds Administration Area.
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.

. .

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

Page 6 / 7

Role	Description
	Documents operational requirements and processes for
	business solutions. Updates the documentation of the
	systems according to the changes made.
Engineer	Professional and specialized work of responsibility and complexity that consists of providing engineering and inspection services to ensure that the developments are technically feasible, costs are 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.
Timed Management	
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, preintervention 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 **	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.

BF

<u>WORR</u> WORR

Amendment F to Subrecipient Agreement Between PRDOH and Puerto Rico Housing Finance Authority For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR
Exhibit C: Key Personnel
Page 7 / 7

Role	Description
Financial Support 1	Manager from Finance Department of the PRHFA who pre-
	intervention support to the Fund Management Director and
	technical assistance as required.
Legal Support 1	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 (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 coordinates the financial
	evaluation and analysis of projects under this Program and
	other duties as required.
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.

END OF DOCUMENT



EXHIBIT D – SECTION 1 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 (LIHTC) Program will have a budget of one billion, four hundred and twenty-three million dollars (\$1,423,000,000.00). However, the Program has assigned the Subrecipient under this SRA an amount of one billion four hundred and six million six hundred and nine thousand seven hundred and fifty-six dollars (\$1,406,609,756.00). Funding in this SRA 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 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 one billion two hundred and forty-eight million nine hundred and seventy-four thousand six hundred and eighty-eight dollars (\$1,248,974,688.00).

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 three hundred and eighty-nine million eight hundred and forty-three thousand nine hundred and forty-nine dollars (\$1,389,843,949.00) 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 delivery costs will be reimbursed following review of PRHFA invoice and supporting documentation.

Subrecipient Agreement Amendment F Between PRDOH and Puerto Rico Housing Finance Authority For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR Exhibit D – Section 1: Budget

\$1,406,609,756.00

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.

BUDGET

PROJECT	\$1,406,609,756.00	
PROJECT		
Project Development Costs	Grant Funding	\$938,974,688.00
Project Development Costs Set Aside (AVP)	Grant Funding	\$310,000,000.00
Project Development Costs - Increase	Grant Funding - Increase	\$140,869,261.00
TOTAL COSTS		\$1,389,843,949.00

Staffing	Charges for salaries and wages, including a compensation fringe benefit for personnel required to administer the Program.	\$11,860,779.00
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	on establication de l'agrecologie de la company de la En la Maria de la company	\$16,765,807.00
RAND TOTAL		\$1,406,609,756.00

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





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*		162.5	\$61.98	\$10,072.00
Office System Administrator*	3	162.5	\$31.23	\$15,225.00
Auxiliary Executive Director Assistant*	2	162.5	\$57.77	\$18 <i>,77</i> 6.00
CDBG-DR Gap to LIHTC Director		162.5	\$57.77	\$9,388.00
Senior Officer	3	162.5	\$40.46	\$19,723.00
Reporting Officer*		162.5	\$22.01	\$3,577.00
Legal Director*		162.5	\$57.77	\$9,388.00
Legal Advisor*	3	162.5	\$45.84	\$22,347.00
Technology Operation Director*		162.5	\$57.77	\$9,388.00
Communications & Graphic Design Specialist*		162.5	\$33.67	\$5,472.00
Database Specialist*		162.5	\$40.82	\$6,634.00
Systems Analyst*		162.5	\$40.82	\$6,634.00
Engineer	l l	162.5	\$55.64	\$9,042.00
Fund Management Director*		162.5	\$57.77	\$9,388.00
Fund and Billing Analyst*	5	162.5	\$29.06	\$23,612.00
Accountant*		162.5	\$29.06	\$4,723.00
Assistance Executive Director**	1	162.5	\$73.04	\$11,869.00
	Tot	al Maximum I	Monthly Cost:	\$195,258.00
	Subtotal C	ost for 5 Years	(60 Months):	\$11,715,480.00

Positions identified with an (*) belong to the CDBG-DR structure and provide services to all the CDBG-DR programs administered by PRHFA. Therefore, the Estimated Hours per Month dedicated to a given CDBG-DR program will depend on evolving Program needs.

Position identified with an (**) completed 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.

Note: Estimated amount in rate, hours, and monthly cost, could vary based on actual need and work performed on the program.

II. STAFFING - TRANSITION PRHFA EMPLOYEES

Position	Qty. of Resources [A]	Total Cost
Financial Support / Director Contabilidad y Pre-intervencion		\$1,000.00
Legal Support / Director de Servicios Legales		\$8,000.00
Operations Assistant / Secretaria		\$57,100.00





Subrecipient Agreement Amendment F Between PRDOH and Puerto Rico Housing Finance Authority For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR

Exhibit D – Section 1: Budget Page 4 of 5

		 1 490 1 010
Lead Underwriter / Oficial		
Financiamiento y Crédito		\$54,000.00
Contributivo Senior		
	Subtotal Cost:	\$ 120,100.00

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. STAFFING - REMOVED BILLED POSITIONS

Position	Qty. of Resources [A]	Total Cost
Program Officer		\$25,199.00
	Subtotal Cost:	\$25,199.00
	Total Cost Staffing:	\$11,860,779.00

A Staffing - Removed Billed Positions section is being added to identify positions that were previously occupied but have become unnecessary and are now being removed. These positions will not be used again. However, it is necessary to have them for Staffing budget purposes.

IV. PROFESSIONAL SERVICES

Services Name	Services Description	Budget	
Advisory Services and Technical	Advisory Services and Technical Assistance to support implementation of	\$ 4,149,228.00	
Assistance	the LIHTC Program and build capacity of program personnel.	4,147,220.00	
	Total Budget for Services to be Contracted:	\$ 4,149,228.00	

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, conferences, 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





Subrecipient Agreement Amendment F
Between PRDOH and Puerto Rico Housing Finance Authority
For the CDBG-DR Gap to Low Income Housing Tax Credits Program under CDBG-DR
Exhibit D – Section 1: Budget
Page 5 of 5

VI. EQUIPMENT

Item Name	Item Description	Budget
	Computers, mouses, keyboards, software	
	licenses, telephones, hotspot, IT,	
Office Equipment	multifunctional printers, Wi-Fi, and any other	\$60,800.00
	related office equipment for the CDBG-DR	
	spaces for the Program.	
	Office workstations and chairs, filing cabinets,	
	conference table and chairs, whiteboard,	615,000,00
Office Furniture	and other any other related office fumiture's	\$15,000.00
	for the CDBG-DR spaces for the Program.	
	Total Expenses Budget:	\$75,800.00



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 SRA.

END OF DOCUMENT



EXHIBIT E-III ATTACHMENT IV

Contract Code: cc5420-f

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 F to 2019-000062

Amount:

\$142,500,000.00

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

B-18-DP-72-0001 B-18-DP-72-0001	Housing Housing	r02h13lih-afv-lm r02h13lih-afv-lm	H - Development H - Salaries	6090-01-000	\$1,630,739.00
D 10 DD 50 0001		02) 12(1) - 6 - 1	II. Davidament	6090-01-000	\$140,869,261.00
24,174	A PUBLISHER OF			用手,加加工	
Grant	Area / Project	Activity Code	Category Description	n Account	Amount

\$142,500,000.00

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 - 12/13/2023 Electronic Approval Budget Manager

Jackzaira Vega Signed Date - 12/13/2023 Electronic Approval Finance Director



EXHIBIT I

NON-CONFLICT OF INTEREST CERTIFICATION

CDBG-DR GAP TO LOW-INCOME HOUSING TAX CREDITS

PROGRAM (LIHTC)

PUERTO RICO HOUSING FINANCE AUTHORITY (PRHFA)

The Subrecipient certifies that to the best of its knowledge:

BF BF 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 (Dec 20, 2023 16:23 AST)	12/20/2023
Signature	Date
Blanca P. Fernández-González	Executive Director
Printed Name	Position