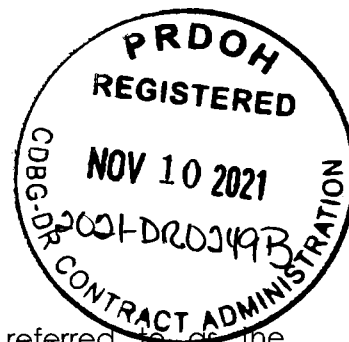




**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)**

**AMENDMENT B to AGREEMENT FOR  
NOTARY PUBLIC SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
FERNANDO RODRÍGUEZ MERCADO  
Contract No. 2021-DR 0249**



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**THIS AGREEMENT FOR NOTARY PUBLIC SERVICES**, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 10 of November, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, 00918, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **FERNANDO RODRÍGUEZ MERCADO** (hereinafter, the "CONTRACTOR"), attorney, of legal age, married, and resident of Gurabo, Puerto Rico.

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on May 24, 2021, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2021-DR-0249, for the performance of Notary Public Services in connection with the CDBG-DR Program (the "Agreement").

**WHEREAS**, the PRDOH and the Contractor, agreed that, for allowable Notary Public Services performed during the term of the Agreement, PRDOH would pay a maximum amount no to exceed of **EIGHTY-TWO THOUSAND FOUR HUNDRED FORTY DOLLARS AND ZERO CENTS (\$82,440.00)** ending on September 23, 2021.

**WHEREAS**, on September 17, 2021, the Agreement was amended through Amendment A, registered as Contract Number 2020-DR0249A, to extend the term of the Agreement to June 30, 2022.

**WHEREAS**, the Parties wish to amend the Agreement by assigning an additional fund of **FORTY ONE THOUSAND TWO HUNDRED AND TWENTY DOLLARS WITH ZERO CENTS (\$41,220.00)**, being the total amount of **ONE HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED AND SIXTY DOLLARS WITH ZERO CENTS (\$123,660.00)** for allowable Notary Public Services performed during the term of the Agreement, ending on June 30, 2022. (See Attachment 1).

**WHEREAS**, this Amendment also conforms the agreement to federal, state, and local regulations and statutes.

**WHEREAS**, this Amendment B is not intended to affect nor does it constitute an extinctive novation of the obligations of the parties under the Agreement but is rather a modification and amendment of certain terms and conditions under this Agreement;

**WHEREAS**, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment B.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions

set forth herein, the PRDOH and the CONTRACTOR agree as follows:

**II. AMENDMENT**

A. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT**, paragraph B, with the following:

*B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **ONE HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED AND SIXTY DOLLARS WITH ZERO CENTS (\$123,660.00)**; Account Number: R01H07RRR-DOH-LM; 4190-10-000.*

B. All other terms and conditions of the Agreement remain unchanged.

C. Each party represents that the person executing this Amendment B has the necessary legal authority to do so on behalf of the respective party.

**III. HEADINGS**

The titles to the paragraphs of this Amendment are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

**IV. COMPLIANCE WITH LAW**

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

**V. SUBROGATION**

The Contractor acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Contractor shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

**VI. COMPTROLLER REGISTRY**

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

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## VII. ENTIRE AGREEMENT

The Agreement and its Amendments constitute the entire agreement among the Parties for the use of funds received under the Agreement and its Amendments and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

## VIII. SEVERABILITY

If any provision of this Amendment shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

## IX. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

**IN WITNESS THEREOF**, the parties hereto execute this Amendment in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF  
HOUSING**

**FERNANDO RODRÍGUEZ MERCADO**

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Nov 10, 2021 11:48 AST)

**William O. Rodríguez Rodríguez, Esq.**  
Secretary

FERNANDO L. RODRIGUEZ MERCADO (Nov 5, 2021 15:09 EDT)  
**Fernando Rodríguez Mercado, Esq.**  
DUNS No. 117935989



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

Attachment 1

October 18, 2021

William O. Rodríguez-Rodríguez, Esq.  
Secretary  
PRDOH

**Request for Amendment for Redistribution of Funds for Agreements for Notary Public Services R3 Program**

Dear Secretary:

In May 2021, the Puerto Rico Department of Housing executed agreements with three (3) notary publics for the CDBG-DR R3 Program ("the Program"). The contracts were executed as follows:

- Picorelli & Picorelli, CRL | Contract 2021-DR0213. \$82,440.00
- Diana López Feliciano | Contract 2021-DR0235. \$82,440.00
- Fernando Rodríguez Mercado | Contract 2021-DR0249. \$82,440.00

In September 2021, the Puerto Rico Department of Housing extended the following two (2) agreements up to June 30, 2022:

- Picorelli & Picorelli, CRL | Contract 2021-DR0213.
- Fernando Rodríguez Mercado | Contract 2021-DR0249.

On September 23, 2021, the following agreement expired:

- Diana López Feliciano | Contract 2021-DR0235.

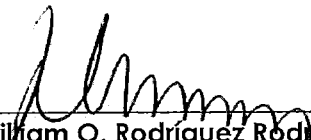
The contractor for Contract 2021-DR0235 never provided services to the R3 Program, never submitted an invoice and sent a written statement to the Puerto Rico Department of Housing that she didn't wish to extend or renew the contract.

Since the other two agreements were extended and both contractors are continuously offering services to the R3 Program, the following action is recommended:

- Amend Contract 2021-DR0213 and Contract 2021-DR0249, respectively, to distribute the full \$82,440 of funds previously assigned to Contract 2021-DR0235 between both Contracts, representing an assignment of \$41,220 to each one.

Given the above, we hereby request that the CDBG-DR Legal Division proceed with the execution of the amendments.

  
Mayte Texidor López, Esq.  
Acting Deputy Secretary Disaster Recovery

  
William O. Rodríguez Rodríguez, Esq.  
Secretary









# FERNANDO RODRIGUEZ MERCADO AMENDMENT B

Final Audit Report

2021-11-10

Created:	2021-11-05
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## "FERNANDO RODRIGUEZ MERCADO AMENDMENT B" History

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