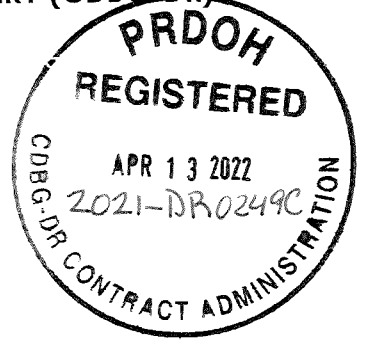




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT C TO AGREEMENT FOR  
NOTARY PUBLIC SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
FERNANDO RODRÍGUEZ MERCADO  
Contract No. 2021-DR0249**



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**THIS AMENDMENT C TO AGREEMENT FOR NOTARY PUBLIC SERVICES**, (hereinafter referred to as the "Amendment C") is entered in San Juan, Puerto Rico, this 13 day of April, 2022, 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 Hon. William O. Rodríguez Rodríguez, of legal age, single, attorney and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **FERNANDO RODRÍGUEZ MERCADO** (hereinafter, the "CONTRACTOR"), of legal age, married, attorney and resident of Gurabo, Puerto Rico; (collectively, the "Parties").

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on May 24, 2021, the Parties entered into an Agreement for Notary Public Services for a performance period of **four (4) months** from the day of its execution, ending on September 23, 2021, registered as Contract Number 2021-DR0249 (hereinafter, "**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 not to exceed for **EIGHTY-TWO THOUSAND FOUR HUNDRED FORTY DOLLARS AND ZERO CENTS (\$82,440.00)** to the CONTRACTOR, from **Account Number: R01H07RRR-DOH-LM 4190-10-000**.

**WHEREAS**, as per Article XL 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**, the Agreement was amended on September 17, 2021, through Amendment A, registered as Contract No. 2021-DR0249A, to extend the term of the Agreement to June 30, 2022. The Amendment A also served the purpose of conforming the Agreement to federal, state and local regulations and statutes. Neither the amount nor account of the Agreement were modified in Amendment A.

**WHEREAS**, the Agreement was amended a second time on November 10, 2021, through Amendment B, registered as Contract No. 2021-DR0249B, to increase the total amount of the Agreement by an additional **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. Neither the account nor the term of the Agreement were modified in Amendment B.

**WHEREAS**, the Parties wish to amend the Agreement to extend the term of the Agreement to December 31, 2022. The Parties also wish to redistribute the amount of **FORTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$48,000.00)** from the CONTRACTOR's Agreement to Contract No. 2021-DR0213.<sup>1</sup> Therefore, the remain total amount of the CONTRACTOR's Agreement following the redistribution will be of **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$75,660.00)** for allowable Notary Public Services performed during the term of the Agreement, ending on December 31, 2022.

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

**WHEREAS**, this Amendment C 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 the 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 C.

**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 C.

**WHEREAS**, by signing this Amendment C, the CONTRACTOR assures PRDOH that CONTRACTOR 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 CONTRACTOR agree as follows:

## II. SCOPE OF THE AMENDMENT

Following the Action Plan Amendment 8 and recent changes to the Home Repair, Reconstruction, or Relocation Program ("R3 Program") Policy, the R3 Program has been able to award 1,320 vouchers to Relocation applicants up to this date. This has represented an increase in the volume of cases in the R3 Relocation closing pipeline for which the CONTRACTOR offers its services under this Agreement. Taking into consideration that the Agreement expiration is upcoming and considering the needs of the R3 Program, the following actions are recommended: (1) redistribution of **FORTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$48,000.00)** from Contract No. 2021-DR0249 to Contract No. 2021-DR0213; and (2) extend the Agreement up to December 31, 2022.

## III. AMENDMENT

A. The parties agree to amend **Article II TERM OF AGREEMENT, Section A** to extend the term of the Agreement to **December 31, 2022** from the date of execution of this Amendment C.

B. The Parties agree to replace **Article IV COMPENSATION AND PAYMENT, Section B** as follows:

*B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **SEVENTY-FIVE THOUSAND SIX HUNDRED SIXTY DOLLARS AND ZERO***

<sup>1</sup> Contract No. 2021-DR0213 refers to the contract executed on May 17, 2021 between PRDOH and Picorelli & Picorelli, CRL, the other firm selected to provide Notary Public Services.

**CENTS (\$75,660.00); from Account Number:  
R01H07RRR-DOH-LM 4190-10-000.**

- C. Starting on April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (UEI). Accordingly, the Parties agree to replace the CONTRACTOR's DUNS Numbers with the following Unique Entity Identifier:

**Fernando Rodríguez Mercado  
Unique Entity ID: WJJERDBPRS41**

- D. The Parties agree to include PRDOH's Unique Entity Identifier as part of the Agreement, as amended:

**PRDOH  
Unique Entity ID: FFNMUBT6WCM1**

- E. All other terms and conditions of the Agreement, as amended, remain unchanged.

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

#### **IV. 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.

#### **V. FEDERAL FUNDING**

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

#### **VI. 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.

#### **VII. 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.

#### **VIII. COMPTROLLER REGISTRY**

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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.

**IX. ENTIRE AGREEMENT**

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

**X. 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.

**XI. 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.

**XII. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Agreement, as amended, related to the following subjects shall survive the termination or expiration of this Agreement, as amended,: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent CONTRACTOR relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement, as amended, shall so survive.

**IN WITNESS THEREOF**, the parties hereto execute this Amendment C 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 (Apr 13, 2022 14:57 EDT)

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

FERNANDO L. RODRÍGUEZ MERCADO  
FERNANDO L. RODRÍGUEZ MERCADO (Apr 11, 2022 16:12 EDT)

**Fernando Rodríguez Mercado, Esq.**









# Amendment C Contract No. 2021-DR0249

Final Audit Report

2022-04-13

Created:	2022-04-11
By:	Maria M. Rivera Nieves (mmrivera@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeM_-8dte2OXoL8wH6lvBwpcuUMWsRXsQ

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