

MUNICIPAL REVENUE COLLECTION CENTER
SAN JUAN, PUERTO RICO

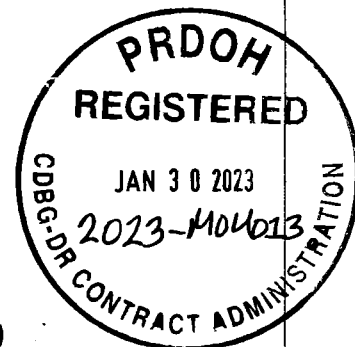
MEMORANDUM OF UNDERSTANDING (MOU)

Between

MUNICIPAL REVENUE COLLECTION CENTER

And

PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)
CDBG-DR PROGRAM



THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 19th of January 2023, by and between the **MUNICIPAL REVENUE COLLECTION CENTER** (hereinafter, "CRIM" for its Spanish acronym), a municipal entity created under Law No. 107 of August 13, 2020, as amended, known as the Puerto Rico Municipal Code, with principal offices at Street 1, Km. 17.2, Old Cruz Azul Building, San Juan, Puerto Rico, herein represented by its Executive Director, Reinaldo J. Paniagua Látimer, of legal age, married, and resident of Guaynabo, Puerto Rico; and the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRC § 441 *et seq.*, known as the Department of Housing Organic Act with principal offices at 606 Barbosa Avenue, Juan. C. Cordero Dávila Building, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as PRDOH Secretary; collectively "the Parties".

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WHEREAS, Puerto Rico is frequently impacted by disasters and extreme weather events, including hurricanes, earthquakes, landslides, and flooding, resulting in severe impacts to the residents of Puerto Rico and the loss of life and property;

WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities, and damaging homes, businesses and government facilities, thereby triggering the displacement of thousands of residents of the Island from their homes and jobs;

WHEREAS, emergency response in the aftermath of Hurricanes Irma and María was crippled due to scarcity of updated maps, fragmented records of structures and legal titles, incomplete databases of occupancy and use, residences and businesses without physical addresses, and the lack of a unified land use and cadastral geospatial data system;

WHEREAS, the increasing need for precise and detailed spatial data demands heightened levels of information coordination and data sharing among state agencies, municipalities, and other stakeholders;

WHEREAS, under various public laws, the United States Congress allocated to Puerto Rico both Community Development Block Grant - Disaster Recovery (CDBG-DR) and Mitigation (CDBG-MIT) funds, and subsequently designated the PRDOH as the grantee and administering entity for these funds;

WHEREAS, the CDBG-DR and CDBG-MIT Action Plans identify programs that depend on detailed land use and cadastral databases, the contents of which are currently managed independently by multiple state agencies;

WHEREAS, emergency response, disaster recovery and mitigation of future shocks and stressors depend on a comprehensive Spatial Data Infrastructure which is founded on accurate, up-to-date land use and cadastral datasets, which supports data-driven decision-making, and which promotes a deeper understanding by citizens, local governments, state and federal agencies, institutions of higher education, and private and not-for-profit organizations of the strengths, weaknesses, opportunities and threats posed by the geospatial landscape;

WHEREAS, The Puerto Rico Geospatial Framework (GeoFrame) Program under CDBG-DR will address the damage in the Disaster Impacted Areas (DIA) of federally declared disasters: Puerto Rico Hurricane Irma (FEMA-4336-PR) and Puerto Rico Hurricane María (FEMA-4339-PR), under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Stafford Act), 42 U.S.C. § 5121.

WHEREAS, the goal of the GeoFrame Program is to consolidate all existing geospatial data, user and producer needs into a single, standardized system—involving a centralized and open GIS database—resilient to crisis scenarios or fiscal hardship, and permitting efficient, unhindered collaboration and data access to municipalities, state agencies, and public entities during and after local and whole-island emergencies; Furthermore, this centralized and open GIS database, will be solely for the previously stated purposes, and therefore will not hinder or alter the purpose, nor alter the integrity of CRIM's Digital Cadaster, pursuant to Law 107-2020, nor will be used by any agency or municipality as a source for property tax purposes or decisions.

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WHEREAS, the CRIM is the entity in charge of providing fiscal services to the municipalities, and whose primary responsibility is to collect, receive and distribute the public funds that correspond to the municipalities.

WHEREAS, PRDOH desires to enter into a Memorandum of Understanding (**MOU**) with the CRIM to establish a common ground agenda and procedures by which the CRIM and PRDOH may exchange data.

WHEREAS, the exchange of this information is important for CDBG-DR Planning Programs such as the Municipal Recovery Planning (**MRP**) Program, Whole Community Resilience Planning (**WCRP**) Program and the Puerto Rico Geospatial Framework (**GeoFrame**) Program, among other Programs identified in the CDBG-DR Action Plan, as well as programs identified in the CDBG-MIT Action Plan such as the Risk and Asset Collection Program (**RAD**).

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CRIM agree as follows:

I. INTRODUCTION

The data shared as the result of this agreement shall be used by each party for the purposes stated herein and shall be subject to all applicable local, state, and federal rules, regulations, and guidelines. Nonetheless,

The data shared is intended to address unmet recovery needs of the Commonwealth of Puerto Rico after the effects of Hurricanes Irma and María or support the identification of mitigation activities as described under the CDBG-MIT Action Plan.

Specifically, the data provided to PRDOH, which will be physical addresses, cadaster number and the area, including Personally Identifiable Information (**PII**), may be made available to the CDBG-DR and CDBG-MIT Grant Management Entity or to outside entities in raw or aggregated format through the Puerto Rico Geospatial Framework (**GeoFrame**) Program and/or other CDBG-DR or CDBG-MIT Programs. The information shared by CRIM in this agreement, nor any product derived from it, will not be part of information available to any outside entity, pursuant to Articles 7.162 and 7.163 of Law 107-2020. PRDOH is not interested in data related to property tax, appraised taxable values, nor property tax debts.

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The GeoFrame Program is intended to result in a unified, georeferenced land use and cadastral database and spatial data infrastructure, aimed at supporting Puerto Rico's growth towards a Spatially Enabled Society (SES). This will be achieved by (i) producing a foundation of high-quality, geo-referenced data and (ii) building an infrastructure of people, policies, software, hardware, and systems, which will allow for citizens to access and use spatial data to enable evidence-based decision-making. Nonetheless, any decision making regarding property tax purposes can only be based on CRIM's Digital Cadaster and/or tax database, pursuant to Law 107-2020.

II. ROLES

A. PRDOH shall:

1. Ensure that all terms of this agreement and all local, state, or federal law, rules, regulations, or guidelines, are complied with, including and especially, those associated with legal conditions imposed on the protection and use of PII.
2. Ensure that the information, records, and data are shared according to the written direction of the Nominating Authority as identified in this Agreement.
3. Provide a Point of Contact (POC) person to facilitate communication and data transfer between the CRIM and the PRDOH.
4. Maintain the confidentiality of the information as stated in this MOU the PII Policy and Law 107-2020.

B. The CRIM shall:

1. Ensure that all terms of this agreement and all local, state, or federal law, rules, regulations, or guidelines, are complied with, including, and especially, those associated with legal conditions imposed on the protection and use of PII.
2. Ensure that the information, records, and data are shared according to the written direction of the Nominating Authority as identified in this Agreement.
3. Provide a POC person to facilitate communication and data transfer between the CRIM and the PRDOH.
4. Provide to the PRDOH, using the best practices for databases and GIS database synchronizations for data transfer.

5. Provide to the PRDOH, every six (6) months, and eventually a real time synchronization, the new editions of the cadaster.

III. POINTS OF CONTACTS (POC)

PRDOH

Carlos R. Olmedo, Esq., PLP
Deputy Director Planning
& Grant Management
606 Barbosa Ave.
San Juan, P.R. 00918
(787) 274-2527
colmedo@vivienda.pr.gov

CRIM

Ulises Feliciano Troche
Director OGSI-CDPR
P.O. Box 195387
San Juan, P.R. 00926
939-325-0112
ufeliciano@crimpr.net

IV. TERM, TERMINATION AND AMENDMENT

- A. This Agreement will take effect when signed by both parties and continue for **thirty-six (36) months**, ending on 31 of January 2026 unless sooner terminated. This Agreement shall not be automatically renewed. This agreement ends once the PRDOH develops the first step of the GeoFrame Program.
- B. This Agreement may only be amended upon written mutual consent of both parties.
- C. Both parties agree that by signing this agreement, it does not bind CRIM to participate in the further steps established in the Guidelines. CRIM's participation in the next steps established in any of the Guidelines are going to be subject to renegotiation.

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IV. PROTECTION OF DATA

- A. Any data obtained from the other party may only be used for the purpose established in this MOU. All personal and confidential information provided by PRDOH pursuant to this Agreement belongs to, and will remain the property of PRDOH. All information, without limitation to personal or confidential information, provided by CRIM pursuant to this Agreement belongs to, and will remain the property of CRIM. Both parties agree to strictly control the use and retention of any information provided by the other party, without limitation of personal and confidential information so that only those personnel who have a need to know have access to such material. No further dissemination, including dissemination to but not limited to, non-governmental third parties or Nonprofit corporations, or use of the data provided by PRDOH or CRIM is authorized without written permission from PRDOH and/or CRIM.

- B. The CRIM will refer those who request personal and confidential information provided by PRDOH to the PRDOH point of contact named in this Agreement. The PRDOH will refer those who request personal and confidential information provided by CRIM to CRIM's point of contact named in this Agreement. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.
- C. Both parties agree that information will be transmitted in a secure manner to protect sensitive and personally identifiable information (**PII**). Both parties agree that there will not be computer matching.

VI. GENERAL TERMS AND CONDITIONS

- A. PII refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Non-PII can become PII when, together with additional information that has been publicly available (medium or source notwithstanding), could be used to identify an individual. 2 C.F.R. § 200.79. This same principle, pursuant to Articles 7.162, 7.163 and any other applicable disposition of Law 107-2020, will apply to this agreement.
- B. PII or Non-PII that becomes PII should only be used to direct the objectives of the Programs. PII must not be used for political purposes.
- C. All records and data will be subject to existing federal and state record retention requirements, such as the CDBG-DR Program PII Policy and Law 107-2020. The PII Policy can be found in **English** at <https://cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/> and **Spanish** at <https://cdbg-dr.pr.gov/download/politica-sobre-informacion-de-identificacion-personal-confidencialidad-y-no-divulgacion/>.
- D. Access credentials should not be shared with unauthorized personnel or employees of the CDBG-DR Program or the CRIM.
- E. Both parties employees and/or individuals who will handle or have access to personally identifiable information shall be instructed as to the confidential nature of

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the information and the criminal or civil repercussions they may face for mishandling sensitive or protected information.

- F. Both parties employees and/or individuals who will handle or have access to personally identifiable information shall complete the PII Training available in the following link https://www.dhs.gov/xlibrary/privacy_training/index.htm. Written confirmation of PII Training completion shall be sent to the PRDOH POC identified in this MOU, before the information is shared.
- G. Both parties shall employ appropriate technical, physical, and administrative security measures to protect personally identifiable information.
- H. Both parties shall prohibit the disclosure of personally identifiable information to third parties without written consent of the applicant.
- I. Both parties shall ensure that individuals with access to personally identifiable information understand what protection of personally identifiable information entails.
- J. In the event of a suspected or actual security-related incident, a Security Incident Notice must be issued **immediately** and sent to the PRDOH CDBG-DR Program Legal Director at LegalCDBG@vivienda.pr.gov, and to CRIM's Executive Director through CRIM's designated point of contact at ufeliciano@crimpr.net or any other point of contact that is informed by CRIM.
- K. The CRIM shall ensure that all employees/contractors/agents/consultants who have access to personally identifiable information comply with the CDBG-DR Program PII Policy and with the requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200).
- L. PRDOH and the CRIM further recognize that the shared information is subject to the rights of audit and inspection of various federal and state agencies and the disclosure of such information may be required by law.
- M. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), or the directives of PRDOH or CRIM. If a provision in this Agreement is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by PRDOH and the CRIM in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.

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N. The CRIM, as recipient of the PII, shall hold harmless, defend, and indemnify the Government of Puerto Rico, PRDOH and the U.S. Department of Housing from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement. The PRDOH and the U.S. Department of Housing, as recipient of the PII, shall hold harmless, defend, and indemnify CRIM, from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

O. The CRIM acknowledges and agrees that a breach of the terms of this Section will cause PRDOH and applicants to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CRIM further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CRIM agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise. The PRDOH acknowledges and agrees that a breach of the terms of this Section will cause CRIM and applicants to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The PRDOH further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the PRDOH agrees that CRIM shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to CRIM by law, equity, or otherwise.

P. The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CRIM a **five (5) day** notice of termination, upon receipt of such notice, the CRIM shall immediately discontinue and cease all use of the PII. Furthermore, the CRIM shall immediately proceed to return the PII to PRDOH and

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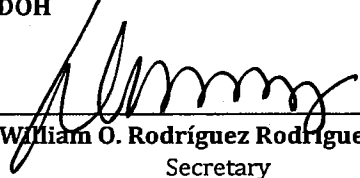
safely dispose any copy made to it, in any form, if necessary. CRIM may terminate this Agreement, in whole or in part, at CRIM's sole discretion, with or without cause, at any time. CRIM will terminate this Agreement by delivering to the PRDOH a **five (5) day** notice of termination, upon receipt of such notice, the PRDOH shall immediately discontinue and cease all use of the PII and all the information shared by CRIM that is not considered PII. Furthermore, the PRDOH shall immediately proceed to return the PII and non PII to CRIM and safely dispose any copy made to it, even that shared by PRDOH to other entities or its contractors, in any form, if necessary.

- Q. The parties hereby certify that in signing this MOU they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- R. This agreement will not lead to any fiscal impact to the parties. In addition, both parties recognize that this agreement does not impose any responsibility to financially compensate the other party under any circumstances. Any disbursement of funds that is deemed necessary to implement the objectives of this Agreement will be individually incurred by each one of the parties and will be their own responsibility to bear.
- S. Both parties are compelled to comply with Act Number 18 of October 30, 1975, as amended, which requires the registration of this MOU to the Office of the Comptroller of Puerto Rico within fifteen (15) days from the date of its execution.
- T. This agreement does not bind CRIM to comply to any further requests once the first step in any of the guidelines is finished by PRDOH.
- U. This agreement only generates obligations between the signing parties.
- V. If there are annexes or guidelines to this agreement and any discrepancy arises between said annexes or guidelines and this agreement, the provisions of this agreement shall prevail.

VI. SIGNATURE

The signatories below represent that they have the authority to make such commitments on behalf of their respective organizations.

PRDOH



William O. Rodríguez Rodríguez, Esq.
Secretary
606 Barbosa Ave.
San Juan, PR 00918

CRIM



Reinaldo J. Panigua Látimer
Executive Director
P.O. Box 195387
San Juan, P.R. 00919-5387

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