



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

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE

PUERTO RICO DEPARTMENT OF HOUSING

AND THE

PUERTO RICO DEPARTMENT OF JUSTICE



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THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 11 of August, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, represented herein by its Secretary, William O. Rodríguez Rodríguez, attorney, of legal age, single and resident of Guaynabo, Puerto Rico; and the **PUERTO RICO DEPARTMENT OF JUSTICE (PRDOJ)**, a government entity created under the Act No. 205 - 2004, as amended, 3 LPRA § 291 *et seq.*, known as the "Department of Justice Governing Act", with principal offices at 677 Teniente César González St. Jesús T. Piñero Ave., San Juan, Puerto Rico, represented herein by its Attorney General, Domingo Emanuelli Hernández, of legal age, married, and resident of San Juan, Puerto Rico; collectively "**the Parties**".

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

WHEREAS, in September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic damage, shutting down utility systems like 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, 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 information, databases, and geodatabases related to disasters management in the phases of Mitigation, Preparedness, Responses, and Recovery in Puerto Rico;

WHEREAS, emergency response, disaster recovery, and mitigation of future shocks and stressors depend on a comprehensive Spatial Data Infrastructure (**SDI**) 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, PRDOH needs data related to the legal rights that facilitated the ownership validation and verification of other property rights.

WHEREAS, PRDOJ owns and maintains a system and database of the Real Estate Property Registry in Puerto Rico.

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

WHEREAS, the exchange of this information is important for CDBG-DR Programs such as City Revitalization Program, Home Repair, Reconstruction, or Relocation Program (**R3 Program**), 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 and CDBG-MIT Action Plans.

WHEREAS, the Puerto Rico Geospatial Framework (**GeoFrame**) Program will develop a Spatial Data Infrastructure Plan considering the physical, social, and economic aspects of Puerto Rico, that includes the administrative and programmatic elements relevant to the PRDOJ.

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

SECTION 1: AGREEMENT

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 laws, rules, regulations, and guidelines.

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

Accordingly, the data provided to PRDOH, excluding 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 GeoFrame Program and/or other CDBG-DR or CDBG-MIT programs.¹

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 citizens to access and use spatial data to enable evidence-based decision-making.

SECTION 2: ROLES

The following parties shall adhere to the agreed-upon and below-described activities:

¹ For example, the data may be made available to the CDBG-MIT Risk and Asset Data Collection (RAD) Program.

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A. PRDOH shall:

1. Ensure that all terms of this agreement and all local, state, or federal laws, 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 **PRDOJ** and the **PRDOH**.

B. PRDOJ 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 to facilitate communication and data transfer between the **PRDOJ** and the **PRDOH**.
4. Provide to the **PRDOH**, using the best practices for databases and Geographic Information Systems (**GIS**) database synchronizations for data transfer, the **PRDOJ** GIS databases and the information contained within which pertains to the following datasets:

a. **PRDOJ** Puerto Rico Real Estate Digital Registry information that includes:

i. Registry presented documents, with the index or attributes of:

- Name of the owner
- Last Names of the owner
- Owner social security number, if available and subject to the confidentiality of this information.
- Estate number (Número de finca)
- Entry (Asiento)
- Notary
- Section
- Boundaries (Localización/Demarcación)
- Date of Presentation
- Deed number
- Parcel (Solar) Number
- Informant
- Document's date
- Agency/Court
- Lot Size
- Transaction Type
- In favor of
- Judicial case
- Transaction Value
- Cadaster number)
- Volume number (Tomo)
- Folio number
- Section
- Map number
- Case number

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ii. **PRDOJ** Real Estate Digital Registry Maps.

iii. **PRDOJ**-owned facilities or public assets.

1. Facility name

2. Physical Address

5. **PRDOJ** will support the **PRDOH** GeoFrame Program by setting forth collaboration activities that include:

a. Program Support:

- Providing input and collaborating in the development of the Spatial Data Infrastructure (**SDI**) Strategic Plan.
- Promoting the Government's adoption of the SDI Strategic Plan delivered as an outcome of the Program's component.
- Building relationships between agencies.
- Providing input regarding the Program's approach.
- Participating in GeoFrame activities for the duration of the Program.

b. Support for Outcomes:

- Creating the initial framework for Technical Standards.
- Providing input regarding the creation of Geodatabase Standards.
- Providing input to the creation of Data Collection, Metadata, and Security Standards.
- Reviewing and providing input to Technical Standards Comprehensive Report in relation to the Title Registry system integration to SDI.
- Providing input to Gap Analysis.
- Providing input to Geodatabase 1.0 [Interim].
- Providing input to Geodatabase 2.0 [Final].
- Providing guidance on the PRDOJ Title registry process.

c. Provision of Data:

- Share PRDOJ Title Registry Data protocols and workflows.
- Contribute to data collection with an emphasis on Title Registry.
- Contribute to data creation and integration with the defined SDI.

d. Legal and Regulatory Framework:

- Adopting technical standards defined in the Technical Standards Comprehensive Report.
- Reviewing and providing input to data management protocols.
- Adopting data management protocols.
- Analyzing existing legal and regulatory framework related to the real estate properties, the impacts to the cadastral creation process, and the relation with the title registry.
- Proposing new laws, regulations, and/or protocols.
- Adopting Regulations.

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SECTION 3: NOMINATING AUTHORITY

The following officials have been designated by each party as their authorized representatives and, as such, they have the authority to make final decisions related to the use, sharing, or distribution of data to the opposite party, as well as to ensure compliance with the responsibilities of each party under this agreement.

<p>PRDOH</p> <p>William O. Rodríguez Rodríguez, Esq. Secretary of PRDOH</p> <p>Headquarters:</p> <p>Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918</p> <p>787-274-2527 ext. 6403 w.rodriquez@vivienda.pr.gov</p> <p>Postal address: P.O. Box 21365 San Juan, PR 00928-1365</p>	<p>PRDOJ</p> <p>Domingo Emanuelli, Esq. Attorney General</p> <p>Headquarters:</p> <p>677 Teniente César González St. Jesús T. Piñero Ave. San Juan, PR 00919</p> <p>787-721-2900 ext. 1801,1803 domingo.emanuelli@justicia.pr.gov</p> <p>Postal address: P.O. Box 9020192 San Juan, PR 00902-0192</p>
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SECTION 4: POC for DATA TRANSFER PROCESS

The following persons shall be designated as the POCs responsible for the communication and facilitation of data transfer. The POC is not responsible for the interpretation of local, state, or federal laws, rules, regulations, or guidelines, nor is the POC authorized to make decisions related to the use, sharing, or distribution of data to the opposite party.

The persons named below are considered POCs until such time as those persons are no longer employed by their respective agencies or when the Parties provide written notice of a new POC. Upon termination of an employment contract by any party, the POC for this MOU reverts to the POC's superior until a new POC is determined by the Secretary or Director of the relevant Agency.

<p>PRDOH</p> <p>Carlos L. Olmedo, Esq., PLP Director Planning and Grant Management CDBG-DR/MIT Program</p> <p>Headquarters:</p> <p>Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918</p> <p>787-274-2527 ext. 6607 colmedo@vivienda.pr.gov</p> <p>Postal address: P.O. Box 21365 San Juan, PR 00928-1365</p>	<p>PRDOJ</p> <p>Joaquín del Río Deputy Director Real Estate Digital Registry of Puerto Rico</p> <p>Headquarters:</p> <p>501 R.H. Todd Ave., Jesús T. Piñero Ave. San Juan, PR 00907</p> <p>787-721-2900 ext. 2102 idelrio@justicia.pr.gov</p> <p>Postal address: 501 R.H. Todd Ave., Jesús T. Piñero Ave. San Juan, PR 00907</p>
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SECTION 5: TERM, TERMINATION AND AMENDMENT

- A. This Agreement will take effect when signed by both parties and continue for **four (4) years**, ending on 10 of August, 2027, unless soon terminated. This Agreement shall not be automatically renewed.
- B. This Agreement may only be amended upon written mutual consent of both parties.

SECTION 6: PROTECTION OF DATA and PII

- A. Personally Identifiable Information (**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.
- B. All information, records, and data will be subject to existing federal and state PII requirements, including but not limited to the CDBG-DR Program PII Policy and the requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200). The PII Policy can be found in English and Spanish on the PRDOH CDBG-DR website at <https://cdbg-dr.pr.gov/en/download/personally-identifiable-informationconfidentiality-and-nondisclosure-policy/> and <https://cdbgdr.pr.gov/download/politica-sobre-informacion-de-identificacionpersonal-confidencialidad-y-no-divulgacion/>.
- C. Any data obtained from the other party may only be used for the purpose established in this MOU. Both parties agree to strictly control the use and retention of any confidential information provided by the other party so that only the personnel, who have a need to know, have access to such material. No further dissemination or use of material provided under this agreement is authorized without the written permission of both parties.
- D. PRDOH will refer those who request confidential information provided by PRDOJ to its POC named in this Agreement. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.
- E. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), guidelines, or the directives of PRDOH and PRDOJ. 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 PRDOJ in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.
- F. Both parties agree that PII shall not be used for political purposes. PII should only be used to conduct the objectives of the CDBG-DR and CDBG-MIT Programs.
- G. Both parties agree that all information, records, and data will be transmitted in a secure manner to protect sensitive and PII data. Both parties agree that there will not be computer matching of information, records, and data.
- H. The GeoFrame Program could be matching the physical location of land parcels with the transactional event and personal information of owners related to tenure, which is present on the tax forms. Both parties agree that any computer matching of information, records, and data will be subject to existing federal and state PII requirements, including but not limited to the CDBG-DR Program PII Policy and with the requirements and regulations

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included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200).

- I. All information, records, and data, including PII, provided as a result of this Agreement belongs to, and will remain the property of the party which originated or created said information, records, or data, including PII. Both parties agree to strictly control the use and retention of any PII provided by the other party such that access to such material is restricted to the personnel who have a need to know. No further dissemination or use of the material is authorized without written permission of the relevant party.
- J. The PRDOJ will not disclose PII provided by PRDOH with third parties, and the PRDOH will not disclose PII provided by PRDOJ with third parties. Nothing in this Agreement shall limit the right of any party to use or to disclose to anyone, as it sees fit, its own documents or information, or any documents or information obtained independently or otherwise not subject to this Agreement.
- K. PRDOH can provide secure and controlled access to the PRDOJ data to third parties acting on PRDOH's behalf as Grant Managers, subrecipients, consultants, contractors, or vendors, with the objective of achieving the goals established in the Action Plan for the use of CDBG-DR or CDBG-MIT funds. These parties are named here:
 - a. Municipalities of the Commonwealth of Puerto Rico
 - b. Horne PR
 - c. PRDOH CDBG-DR Contractors
- L. All parties shall prohibit the disclosure of PII to third parties without the written consent of the relevant agency. Requests for access to PII shall be referred to the Nominating Authority identified in this Agreement. If any person or entity (other than a party, any person, or entity with the need to know as provided in this Agreement, or a third party acting on PRDOH's behalf, requests or demands from a party to this Agreement access to information, records or data, including PII, provided by the other party pursuant to this Agreement, by subpoena or otherwise, the party receiving the demand or subpoena shall (unless prohibited by law) notify the party who produced the information, records or data, including PII, as soon as practicable, prior to any release of information. The party receiving the demand or subpoena shall not produce said information, records or data, including PII without first permitting the producing party or its representatives the opportunity to protect its interests by motion in an appropriate forum or through other means, except to the extent that such notification has been given and a court order requires the party served to produce or permit discovery of the information before the party notified that has obtained an order relieving the party from whom the information is sought from the obligations of the relevant demand or subpoena. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.
- M. Employees and/or individuals who will handle or have access to PII shall be instructed as to the confidential nature of the information and the criminal or civil repercussions they may face for mishandling sensitive or protected information. All parties shall ensure that all employees/contractors/agents/consultants who have access to PII 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).
- N. Both parties agree that access credentials should not be shared with unauthorized personnel or employees of the PRDOH or PRDOJ.
- O. Both parties shall employ appropriate technical, physical, and administrative security measures to protect sensitive information.

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- P. Both parties shall prohibit the disclosure of sensitive information to third parties.
- Q. In the event of a suspected or actual security-related incident, a Security Incident Notice must be issued immediately, and sent to the PRDOH or to the PRDOJ to the following persons:

To PRDOH:

CDBG-DR Program Legal Director
By e-mail to: LegalCDBG@vivienda.pr.gov
By postal mail to: CDBG-DR Legal Division, P.O. Box 21365, San Juan, PR 00928-1365;
In person at PRDOH's Headquarters:
CDBG-DR Legal Division, 606 Barbosa Avenue, Juan C. Cordero Davila Building, Río Piedras, P.R. 00918.

To PRDOJ:

Joaquín del Río, Deputy Director of the Real Estate Digital Registry of Puerto Rico
By email to: idelrio@justicia.pr.gov
By postal mail to: PO BOX 9020192 San Juan, PR 00902-0192 or 501 R.H. Todd Ave., San Juan, PR 00907
In person at the Real Estate Registry Headquarters:
501 R.H. Todd Ave., San Juan, PR 00907

José R. Sánchez Medina, Deputy Director of the PRDOJ Office of Information Systems:
By email to: jsanchez@justicia.pr.gov
By postal mail to: PO BOX 9020192 San Juan, PR 00902-0192
In person at the PRDOJ Headquarters:
Calle Teniente César González 677 Esq. Ave. Jesús T. Piñero San Juan, PR 00919

- R. Both parties shall ensure that all employees/contractors/agents/consultants who have access to sensitive information comply with the requirements and regulations regarding the management of sensitive information.
- S. Both parties shall ensure that individuals with access to sensitive information complete privacy and security training workshops and understand what protection of sensitive information entails.

PRDOH and PRDOJ 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.

SECTION 7: GENERAL TERMS

- A. PRDOJ shall and hereby agree to hold harmless, defend (with counsel acceptable to the PRDOH), and indemnify the PRDOH and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the PRDOJ in the performance of the efforts called for in this Agreement. This indemnity shall expressly include but is not limited to, the obligation of the PRDOJ to indemnify and reimburse the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRDOH's enforcement of this Agreement.

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- B. Both parties acknowledge and agree that a breach of the terms of this Section will cause relevant agencies and applicants to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. Both parties further agree that monetary damages may not be a sufficient remedy for any breach of this Section. Accordingly, both parties agree that they 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 them by law, equity, or otherwise.
- C. Either party may terminate this Agreement, in whole or in part, at their sole discretion, with or without cause, at any time. The party will terminate this Agreement by delivering a **ten (10) day** notice of termination to the representative of the other Nominating Authority, as established in Section 3 of this Agreement. Upon receipt of such notice, the receiving party shall immediately discontinue and cease all use of the PII.
- D. The parties hereby certify that in signing this MOU they are in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- E. This Agreement will not lead to any fiscal impact on 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 are 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.

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SECTION 8: SIGNATURE

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

PUERTO RICO DEPARTMENT OF HOUSING

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Aug 11, 2023 08:17 EDT)

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

PUERTO RICO DEPARTMENT OF JUSTICE

Domingo Emanuelli Hernández
Domingo Emanuelli Hernández, Esq.
Attorney General
PRDOJ
677 Teniente César González St.
San Juan, PR 00919











MOU GEOFRAME DEPARTMENT OF JUSTICE

Final Audit Report

2023-08-11

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-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
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