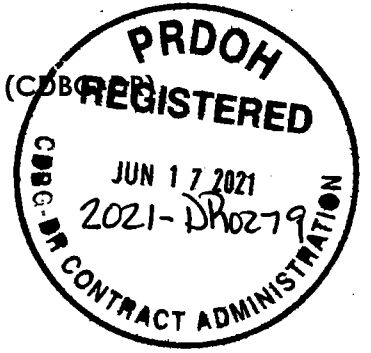




GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

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

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
PUERTO RICO PLANNING BOARD



THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 15 of June, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "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 San Juan, Puerto Rico; and the **PUERTO RICO PLANNING BOARD** (hereinafter, the "PRPB"), a public agency created under Law No. 75 of June 24, 1975, as amended, 23 LPRA § 62(a), herein represented by its Chairman, Manuel A.G. Hidalgo Rivera, planner, of legal age, single, and resident of Aguada, 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 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 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;

WHEREAS, the mission of PRPB is to plan for the development of Puerto Rico based on three fundamental principles: competitive economy, healthy environment, and quality of life improvement; the main functions of the PRPB include coordinating and integrating the efforts of different government sectors and agencies, to achieve the integral and balanced development of our society; PRPB also has an Aerial Imagery service and Unmanned Aerial Vehicle capability.

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

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the PRPB 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 rules, regulations, and guidelines.

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, 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 CDBG-DR GeoFrame and/or other CDBG-DR or CDBG-MIT Programs.

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.

SECTION 2: ROLES

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

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 **PRPB** and the **PRDOH**.
4. Provide to the **PRPB**, using the best practices for databases and Geographic Information System (**GIS**) database synchronizations for data transfer, access to the database of geospatial information created as the result of CDBG-DR Planning Programs activities, and the information that the PRDOH maintains, including:
 - a. Declared Open Space Sites
 - b. Public Housing Projects
 - c. Elderly Housing administered by PRDOH
 - d. *Comunidades Especiales*
 - e. PRDOH Rural Projects
 - f. PRDOH Urban Projects
 - g. PRDOH Owned Lands
 - h. Other datasets as deemed necessary by PRPB and agreed to by PRDOH for purposes of creating land use related planning instruments.

B. PRPB 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 POC person to facilitate communication and data transfer between the **PRPB** and the **PRDOH**.
4. Provide to the **PRDOH**, using the best practices for databases and GIS database synchronizations for data transfer, real time access to the **PRPB** GIS databases and the information contained within which pertains to the following datasets:
 - a. Puerto Rico Jurisdictional or Legal Limits including *barrios* limits
 - b. Soil Zoning (*calificación de suelo*) database
 - c. Land Use database (*Clasificación de terrenos - Plan de Uso de Terreno*)
 - d. Special Planning Zones
 - e. Agricultural Zone (Ex: Lajas, Añasco, etc.)
 - f. Touristic Zone (Ex: La Parguera, Rincón – Añasco, Arecibo-Hatillo-Barceloneta, Coamo)

- g. Karst Special Zone - PRAPEC
- h. San Juan Special Zoning Areas – (Ex: Santurce, Rio Piedras, Condado, etc.)
- i. Declared and Adopted Natural Reserves
- j. Natural Areas and Reserves (Forest, Areas with Conservation Priorities)
- k. Advisory Base Flood Elevation Maps (ABFE)
- l. Flood Insurance Ratio Maps (FIRMS)
- m. Historic Adopted or Declared Site
- n. Historic Zones
- o. Public Asset database
- p. 2020 Earthquake Event Damages Inspection database
- q. ODSEC Special Communities
- r. Wetlands
- s. Road Network and Linkages
- t. Scenic Routes or Scenic value areas
- u. Aerial Images (Hexagon 2017 – 2019)
- v. Other datasets as deemed necessary by PRDOH and agreed to by PRPB for successful disaster response, recovery, and mitigation, especially as it pertains to implementation of CDBG-DR and CDBG-MIT programs.

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>Carlos R. Olmedo, Esq., PLP Deputy Director Planning & Grant Management CDBG-DR Program - PRDOH</p> <p>Headquarters: 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>PRPB</p> <p>Rebecca Rivera PRPB Associate Member</p> <p>Headquarters: Minillas Government Center, North Tower, Floor 16 San Juan, PR 00918</p> <p>787-723-6200 ext. 16697 rivera_r1@jp.pr.gov</p> <p>Postal address: PO Box 41119, Minillas Station San Juan, PR 00940-1119</p>
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SECTION 4: POC for DATA TRANSFER PROCESS

The following parties shall be designated as the POCs responsible for the communication and facilitation of data transfer. The POC is not responsible for interpretation of local, state, or federal 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 parties named below are considered POCs until such time as those parties are no longer employed by their respective agencies. 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.

PRDOH Carlos R. Olmedo, Esq., PLP Deputy Director Planning & Grant Management CDBG-DR Program - PRDOH Headquarters: Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918 787.274.2527 ext. 6607 colmedo@vivienda.pr.gov Postal address: P.O. Box 21365 San Juan, PR 00928-1365	PRPB Rebecca Rivera PRPB Associate Member Headquarters: Minillas Government Center, North Tower, Floor 16 San Juan, PR 00918 787-723-6200 ext. 16697 rivera_r1@jp.pr.gov Postal address: PO Box 41119, Minillas Station San Juan, PR 00940-1119
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SECTION 5: TERM, TERMINATION AND AMENDMENT

- A. This Agreement will take effect when signed by both parties and continue for **five (5) years**, ending on 15 of June 2026.
- B. This Agreement may only be amended upon written mutual consent of both parties.

SECTION 6: PROTECTION OF DATA and PII

- 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.
- 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 website at <https://cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/> and <https://cdbg-dr.pr.gov/download/politica-sobre-informacion-de-identificacion-personal-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 those 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 written permission of both parties.
- D. PRDOH will refer those who request confidential information provided by PRPB to its 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.
- E. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), guidelines, or the directives of PRDOH and PRPB. 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 PRPB 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.
- 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. All information, records, and data, including PII, provided as a result of this Agreement belongs to, and will remain the property of the author. 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 those personnel who have a need to know. No further dissemination or use of material is authorized without written permission of the relevant party.
- I. The PRPB will not disclose PII provided by PRDOH with third parties.
- J. PRDOH can provide secure and controlled access of the PRPB 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's CDBG-DR Contractors
- K. All parties shall prohibit the disclosure of PII to third parties without written consent of the relevant agency. Requests for access to PII shall be referred to the Nominating Authority identified in this Agreement. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement
- L. 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).

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- M. Both parties agree that access credentials should not be shared with unauthorized personnel or employees of the PRDOH or PRPB.
- N. Both parties shall employ appropriate technical, physical, and administrative security measures to protect sensitive information.
- O. Both parties shall prohibit the disclosure of the sensitive information to third parties.
- P. 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 by e-mail to: LegalCDBG@vivienda.pr.gov; or by postal mail to: CDBG-DR Legal Division, P.O. Box 21365, San Juan, PR 00928-1365; or in person at PRDOH's Headquarters at: CDBG-DR Legal Division, 606 Barbosa Avenue, Juan C. Cordero Davila Building, Río Piedras, P.R. 00918.
- Q. 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.
- R. Both parties shall ensure that 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.
- S. PRDOH and PRPB 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. PRPB 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 PRPB 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 PRPB 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 or any portion thereof against the Subrecipient or otherwise arising in connection with the Subrecipient's breach.
- 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. 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 PRPB a **five (5) day** notice of termination; upon receipt of such notice, the PRPB shall immediately discontinue and cease all use of the PII. Furthermore, the PRPB shall immediately proceed to return the PII to PRDOH and safely dispose any copy made to it, in any form, if necessary.
- D. 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.
- E. 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.
- F. 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) calendar days** from the date of its execution.

SECTION 8: 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
William O. Rodríguez Rodríguez (Jun 15, 2021 14:13 EDT)

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

PRPB

Manuel A.G. Hidalgo Rivera
Manuel A.G. Hidalgo Rivera (Jun 14, 2021 18:16 EDT)

Manuel A.G. Hidalgo Rivera PLP
Chairman
Puerto Rico Planning Board
P.O. Box 41119
San Juan, P.R. 00940-1119
DUNS: 091087734









PRPB - MOU - Information Sharing

Final Audit Report

2021-06-15

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