



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

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE**

**PUERTO RICO DEPARTMENT OF HOUSING  
AND THE**

**PUERTO RICO OFFICE ON MANAGEMENT AND BUDGET  
FOR COLLABORATION AND DATA SHARING**



**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into in San Juan, Puerto Rico, this 29 of October, 2024, 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 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, represented herein by its Secretary, William O. Rodríguez Rodríguez, attorney, of legal age, single and resident of Guaynabo, Puerto Rico; and the **PUERTO RICO OFFICE OF MANAGEMENT AND BUDGET (PROMB)**, under Act. 147 as of June 24, 1980, as amended, represented herein by its Director, Juan Carlos Blanco Urrutia, of legal age, married and resident of Guaynabo, Puerto Rico.

**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**, in 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**, 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 which depend on information, databases and geodatabases related to the disasters management in the phases Mitigation, Preparedness, Responses and Recovery in Puerto Rico;

**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**, the OGP is responsible for coordinating initiatives such as the Smart Island Broadband Project, established by Executive Order 2024-008, which, among others, includes a dedicated GIS Department to develop advanced visualization tools to analyze demographic and geographic data, as well as spatial analysis and modeling techniques to translate complex datasets into informed insights in support of evidence-based decision-making;

**WHEREAS**, the OGP is also implementing a New Government Property Management Model through the Unified Real Estate Management System (SUBI), a digital platform to consolidate the government's property portfolio and, therefore, facilitate asset management including efficient utilization, maintenance, and risk management, and such platform will derive substantial benefits from the integration with other geographical information systems;

**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 accurate data on the physical, social and environmental assets, 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**, natural or anthropogenic disasters and emergencies have impacts on the fiscal aspect of the Puerto Rico government institutions, including the municipalities;

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**WHEREAS, PROMB** is responsible of the implementation of fiscal control, rules and budget management that provide for the efficient functioning of the government, including the operational programs inside government entities related to disaster mitigation planning and response management;

**WHEREAS, PROMB** manage and collects information related to the government entities, including the entities classified as First Respondent during an emergency, the entities that provide services before, during and after an emergency or disaster response, and the entities that are affected in some degree by a natural disaster;

**WHEREAS**, Economic Development Plans should consider hazard mitigation and planning instruments that provide for fiscal and economic resilience.

**WHEREAS, PROMB** coordinate and receive data related to the municipalities and their budget program including ordinances related to the planning, permit building and reconstruction process of the physical public and private asset;

**WHEREAS**, PRDOH through the CDBG-DR Puerto Rico Geospatial Framework Program (GeoFrame) and Risk and Asset Data Collection Program (RAD), seek the development of a system that will provide decision making tools for a preparedness, response and mitigation for natural or anthropogenic disaster and emergencies;

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**WHEREAS**, the PRDOH through the GeoFrame and RAD Programs seek to build a Digital Twin that supports the decision-making process providing virtual scenarios and tools that model and predicts the behavior of the physical or technological assets, environmental assets, social and economic assets against the hazards identified in the actions plans;

**WHEREAS**, the adoption and use of a Digital Twin for modeling the physical asset will provide new capabilities in the management of the community lifelines and vital infrastructure, including financial aspects such as maintenance budgeting, cost of depreciation and replacement cost due to hazards impacts.

**WHEREAS**, Digital Twin as a planning tool technology will provide capacities to the government in the understanding and model climate change impacts,

allowing the planning process based on environmental, social, and economic factors and constrains, such as sea level rise, flooding or demographic dynamics.

**WHEREAS**, the exchange of this information is important not only for the GeoFrame and RAD Programs, but others CDBG-DR Programs such as the Municipal Recovery Planning (MRP) Program, the Whole Community Resilience Planning (WCRP) Program, among other Programs identified in the CDBG-DR Action Plan, as well as programs identified in the CDBG-MIT Action Plan;

**WHEREAS**, The GeoFrame and RAD Programs will develop a Spatial Data Infrastructure Plan that includes physical, social and economic aspects relevant to the decision-making process related to the PROMB and government entities ministerial duties, with special interest on planning and emergency preparedness, response and disaster mitigation;

**WHEREAS**, PRDOH desires to enter into a Memorandum of Understanding (**MOU**) with PROMB to establish a common ground and procedures by which the PROMB and PRDOH exchange data and perform GeoFrame and RAD Program activities;

**WHEREAS**, it is the PRDOH's intention to enter a Memorandum of Understanding (**MOU**) with the PROMB to establish procedures by which both parties may exchange data, subject to the Personally Identifiable Information, Confidentiality, and Nondisclosure Policy (**PII Policy**), with PRDOH;

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the PROMB 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, CDBG-MIT RAD and/or other CDBG-DR or CDBG-MIT Programs.

The GeoFrame and RAD Programs intend 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, georeferenced 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 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 **PROMB** and the **PRDOH**.

### B. PROMB 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 person to facilitate communication and data transfer between the **PROMB** and the **PRDOH**.
4. Provide to the **PRDOH**, using the best practices for databases and GIS database synchronizations for data transfer, the **PROMB** data that can be related to any geographic level such as municipios. The data can include but no limited to:
  - a. Organizational chart of all government entities and the description of their programmatic areas, programs or subprograms.
  - b. The budget of each government entity and the relation with the programmatic areas, programs or subprograms.
  - c. Municipal budget and their revenue items such as but not limited to construction fees, patents, sales, licenses, etc.
    - i. Rent-
      1. Source of rent
      2. Physical address
      3. Location coordinates
        - a. Longitude
        - b. Latitude
5. Municipal expenses by items.
  - a. Road maintenance by municipio.
    - i. By Community, sector, or urbanization.
6. Municipal emergency management budget.
  - a. Municipal equipment dedicated to emergency response.
  - b. Municipal emergency management personnel budget.
7. Programmatic budget related to investment.
  - a. Central Government
    - i. Geographic Location
    - ii. Project Description

- iii. Project Plans in CAD or BIM format
    - iv. Investment
  - b. Municipio
    - i. Geographic Location
    - ii. Project Description
    - iii. Project Plans in CAD or BIM format
    - iv. Investment
8. Budget related to mitigation.
  - a. Government Entity Hazard Insurances
    - i. Property insurance cover
  - b. Municipal Entity Hazard Insurances
    - i. Property insurance cover
9. PROMB will support the PRDOH GeoFrame and RAD programs by carrying out collaboration activities that include:
  - a. **Program Support:**
    - i. Participate in GeoRAD Program as Partner facilitating a government entities engagement process with the government entities.
    - ii. Provide input in the development of the Spatial Data Infrastructure Strategic Plan.
    - iii. Promote the Government adoption of the Spatial Data Infrastructure. Strategic Plan delivered as an outcome of the Program component.
    - iv. Participate in GeoFrame activities for the duration of the program.
  - b. **Support for Outcomes:**
    - Create initial framework for Technical Standards.
    - Provide input on the creation of Geodatabase Standards.
    - Provide input on the creation of Data Collection, Metadata, and Security Standards.
    - Review and provide input to Technical Standards Comprehensive Report in relation with the Title Registry system integration to SDI.
    - Provide input on Gap Analysis.
    - Provide input on PR Geodatabase 1.0.
    - Provide input on the development and implementation of Digital Twin City in relation to the CDBG-MIT lifelines.
    - Provide input of the deployment of IoT and life stream technology associated to transportation.
    - Provide input to PR Geodatabase 2.0.
  - c. **Provision of Data:**
    - Share PROMB Facilities or Real Estate Management protocols and workflows.
    - Contribute to data collection with emphasis on entity ministerial function on Puerto Rico public properties administration, planning and maintenance and of roads network and its associate use and related statistics, motor vehicle permits, drive license permit, service to clientele with disabilities, excavation permits and underground infrastructure location, routes of mass transportation systems and related statistics.
    - Contribute to data creation and integration with the defined SDI and related to transportation system, permit process and certification, and public security policies, BIM data, and Digital Twin modeling development, calibration and use.

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d. **Legal and Regulatory Framework:**

- Provide input on the **PROMB** and its ministerial duties related but not limited to related transportation system protocols, permit process, building code compliance and the adoption and deployment of IoT technology as data input to GEO/RAD system.
- Adopt technical standards defined in Technical Standards Comprehensive Report.
- Review and provide input to data management protocols.
- Adopt data management protocols.
- Provide input on existing legal and regulatory framework related with the building code compliance.
- Provide input on existing legal and regulatory framework related with emergency management protocols and the relation to the GeoFrame program outcomes.
- Propose new laws, regulations, and/or protocols.
- Adopt Regulations.

**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><b>PRDOH</b>                  William Rodriguez, Esq.                  Secretary of PRDOH                  PRDOH</p> <p>Headquarters:                  Juan C. Cordero Dávila Building                  606 Barbosa Ave.                  San Juan, PR 00918</p> <p>787-274-2527 Ext. 6403                  wrodriguez@vivienda.pr.gov</p> <p>Postal address:                  P.O. Box 21365                  San Juan, PR 00928-1365</p>	<p><b>PROMB</b>                  Juan Carlos Blanco Urrutia                  Director                  PROMB</p> <p>Headquarters:                  Calle Cruz #254 Esq. Tetuan                  San Juan PR, 00902</p> <p>Tel. 787-725-9420                  juan.blanco@ogp.pr.gov</p> <p>Postal address:                  PO Box 9023228,                  San Juan PR                  00902-3228</p>
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**SECTION 4: POC for DATA TRANSFER PROCESS**

The following parties shall be designated as the Points of Contact (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 Point of Contact is determined by the Secretary or Director of the relevant Agency.

PRDOH	PROMB
Carlos R. Olmedo, Esq., PLP Director Planning & Grant Management CDBG-DR/MIT Programs - PRDOH 787.274.2527 ext. 6607 colmedo@vivienda.pr.gov	José Torres Aponte Director Proyecto de Regionalización, Inventario y Disposición (PRID)
Headquarters: Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918	PROMB jose.torres@ogp.pr.gov
Headquarters: Calle Cruz #254 Esq. Tetuán San Juan PR, 00902	Headquarters: Calle Cruz #254 Esq. Tetuán San Juan PR, 00902
Postal address: P.O. Box 21365 San Juan, PR 00928-1365	Postal address: PO Box 9023228, San Juan PR 00902-3228

#### 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 28 of October 2029.
- 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** at <https://cdbq-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/> and <https://cdbq-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 by under this agreement is authorized without written permission of both parties.
- D. **PRDOH** will refer those who request confidential information provided by **PROMB** 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 PROMB**. 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 PROMB** 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. The Puerto Rico Geospatial Framework Program could be matching 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 included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200).
- 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 PROMB will not disclose PII provided by PRDOH with third parties.
- J. PRDOH can provide secure and controlled access of the PROMB 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 and CDBG-MIT 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).

- M. Both parties agree that access credentials should not be shared with unauthorized personnel or employees of the PRDOH or PROMB.
- 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](mailto: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 with access to sensitive information complete privacy and security training workshops and understand what protection of sensitive information entails.
- S. PRDOH and PROMB 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. **PROMB** 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 PROMB 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 PROMB 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,

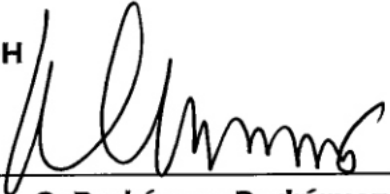
such right being in addition to any and all other rights and remedies that are available to them by law, equity, or otherwise.

- C. 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; 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 "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.
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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) 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, Esq.**  
Secretary  
PRDOH

PROMB



**Juan Carlos Blanco Urrutia**  
Director  
PROMB