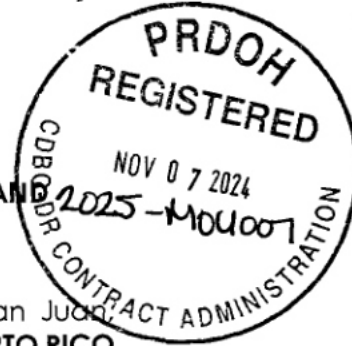




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
PUERTO RICO CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION, AND
RESILIENCY
FOR COLLABORATION AND DATA SHARING**



THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 6 of November, 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 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 CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION AND RESILIENCY (COR3)**, a division within the **PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY**, with principal offices at Guaynabo, Puerto Rico, represented herein by its Executive Director, Manuel A.J. Laboy Rivera, of legal age, single, engineer, and resident of San Juan, Puerto Rico, duly authorized to execute this "Agreement" pursuant to Act No. 29-2009, as amended and Executive Orders 2017-065 and 2017-069; 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, 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 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 disaster management in the phases of 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, 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 infrastructure, 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, COR3 is part of the Puerto Rico Recovery Plan, as the recipient agency for its grant funding, including the Federal Emergency Management Agency (**FEMA**) programs such as Public Assistance (**PA**) and Hazard Mitigation Grant Program (**HMGP**).

WHEREAS, PRDOH is in the process of building a Spatial Data Infrastructure and Digital Twin Modeling System supporting tools that not only provide for a standardized digital data repository of the physical, social, economic, and environmental assets in Puerto Rico but also serve as a modeling system that

allows for a better understanding of the interactions between the assets and the natural and manmade hazards and risk.

WHEREAS, COR3 collaborates with PRDOH under an MOU signed on August 2, 2024, to implement the Non-Federal Match Program (**NFMP**). This MOU grants PRDOH access to COR3's Disaster Recovery Solution (**DRS**) system and database and enables PRDOH to access applicant-provided data and documentation relevant to the Puerto Rico Geospatial Framework Program (**GeoFrame**).

WHEREAS, the effective participation of the COR3 in the exchanges of information related to recovery projects and mitigation infrastructure is important for CDBG-DR and CDBG-MIT Programs such as the GeoFrame Program and Risk Asset Data Collection Program (**RAD**), among others Programs that provide direct service to the citizens.

WHEREAS, the GeoFrame Program will develop a Spatial Data Infrastructure Plan that includes physical, social, and economic aspects relevant to the decision-making process related to recovery efforts, among others.

WHEREAS, it is PRDOH's intention to enter into a Memorandum of Understanding (**MOU**) with COR3 to exchange data with PRDOH for the GeoFrame Program.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, PRDOH and COR3 agree as follows:

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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 the 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 recovery programs.

Specifically, the data provided to PRDOH, excluding Personally Identifiable Information (**PII**), may be made available to the CDBG-DR/CDBG-MIT GeoFrame Management Entity in the format in which it is available in COR3's databases.

SECTION 2: ROLES

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

A. The Parties 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 Personally Identifiable Information (**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**) to facilitate communication and data transfer between **COR3** and **PRDOH**.
4. Maintain the confidentiality of the information as stated in this MOU and the applicable PII Policy.
5. Only share the information with the specific staff on a "need to know" basis.

B. **COR3** shall provide to **PRDOH**, the information related to the **COR3** Projects Execution with information that includes Project information, Category of the Project and Applicant information and type as **COR3** stores its available data.

- C. COR3 will assist PRDOH with the information available in COR3's databases.
- D. PRDOH acknowledges that the information will be provided in the format in which it is available in COR3's databases.
- E. PRDOH acknowledges that COR3 shall not be considered a subrecipient of the CDBG-DR, CDBG-MIT, and CDBG-DR Geoframe Programs as a result of the Terms and Agreements established under this MOU nor does it provide PRDOH the power to audit COR3.

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 other respective party, as well as to promote adherence to the shared goals and responsibilities outlined in this Agreement.

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PRDOH	COR3
William O. Rodríguez Rodríguez, Esq., Secretary of PRDOH PRDOH	Manuel A. Laboy Rivera, PE, MBA Executive Director Governor's Authorized Representative (GAR) COR3
Headquarters: Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918	Headquarters: Suite 210 50 State Road #165 Buchanan Sector
787-274-2527 Ext. 6403 w.rodriquez@vivienda.pr.gov	Tel. 787.474.7050 ext. 1010 Email: mlaboy@cor3.pr.gov
Postal address: P.O. Box 21365 San Juan, PR 00928-1365	Postal address: P.O. Box 42001 San Juan, P.R. 00940-2001

SECTION 4: POC for DATA TRANSFER PROCESS

The following individuals 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 other respective party.

The individuals named below shall serve as POCs, provided they are not replaced by a suitable candidate by the Nominating Authority of 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	COR3
Carlos R. Olmedo, Esq., PLP Deputy Director Planning & Grant Management CDBG-DR Program - PRDOH 787.274.2527 ext. 6607 colmedo@vivienda.pr.gov	Mayté Bayolo Alonso, Esq. PMO Director Grants Deputy Director Central Recovery and Reconstruction Office of Puerto Rico (COR3) Tel. 787.474.7050 ext. 1110 Email: mbayolo@cor3.pr.gov
Headquarters: Juan C. Cordero Dávila Building	Headquarters: Suite 210

606 Barbosa Ave. San Juan, PR 00918	50 State Road #165 Buchanan Sector
Postal address: P.O. Box 21365 San Juan, PR 00928-1365	Postal address: P.O. Box 42001 San Juan, P.R. 00940-2001

SECTION 5: TERM, TERMINATION AND AMENDMENT

- A. This Agreement shall be in effect from the date of its execution and continue in effect for a term ending on June 30, 2025.
- B. This Agreement may only be amended upon written mutual consent of both parties.
- 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.

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SECTION 6: PROTECTION OF DATA and PII

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- 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 and the regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200).
- 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 designated personnel will have access. No further dissemination or use of material information provided by under this agreement is authorized without the written permission of both parties.
- D. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), guidelines, or the directives of PRDOH and COR3. 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 COR3 in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.
- E. Both parties agree that PII shall not be used for political purposes. Protected PII should only be used to conduct objectives of the recovery assistance Programs of COR3 and PRDOH.
- F. Both parties agree that all information, records, and data will be transmitted in a secure manner to protect sensitive and PII data.
- G. 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 on a need-to-know basis. No further dissemination or use of material is authorized without written permission of the relevant party.
- H. All parties shall prohibit the disclosure of PII to third parties without written consent of the relevant agency. If PRDOH intends to disclose any information or data to a third party, including but not limited to PII, it shall request written authorization from COR3. 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.

- I. 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 requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200).
- J. Both parties agree that access credentials should not be shared with unauthorized personnel or employees of the PRDOH or COR3.
- K. Both parties shall employ appropriate technical, physical, and administrative security measures to protect sensitive information.
- L. In the event of a suspected or actual security-related incident, a Security Incident Notice must be issued immediately, and sent to both the PRDOH CDBG-DR Program Legal Director and COR3 Chief of Legal Counsel by e-mail to: LegalCDBG@vivienda.pr.gov and Legal@cor3.pr.gov ; or by postal mail to: CDBG-DR Legal Division, P.O. Box 21365, San Juan, PR 00928-1365 and COR3 Chief of Legal Staff, P.O. Box 42001 San Juan, P.R. 00940-2001; or in person at PRDOH's and COR3's Headquarters at: CDBG-DR Legal Division, 606 Barbosa Avenue, Juan C. Cordero Davila Building, Río Piedras, P.R. 00918 and COR3 Legal Division, Suite 210 50 State Road #165 Buchanan Sector.
- M. Both parties shall ensure that all individuals who have access to sensitive information complete privacy and security training workshops and understand what protection of sensitive information entails.

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SECTION 7: GENERAL TERMS

- A. 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 Office Organic Act", in connection with the possibility of a conflict of interest.
- B. This Agreement will not lead to any fiscal impact on the parties.
- C. 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.

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

**CENTRAL OFFICE FOR RECOVERY,
RECONSTRUCTION AND RESILIENCY OF
PUERTO RICO (COR3)**

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Nov 6, 2024 16:31 AST)

William O. Rodríguez Rodríguez, Esq.
Secretary

Manuel Laboy Rivera
Manuel Laboy Rivera (Oct 31, 2024 17:49 EDT)

Manuel A. J. Laboy Rivera
Executive Director
Governor's Authorized Representative

MOU PRDOH-COR3 for Collaboration and Data Sharing

Final Audit Report

2024-11-06

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